

Collective Agreement No. 3

Between

Sunwing Airlines Inc.

And

The Flight Crew Members

As represented by

Unifor Local 7378

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Sunwing Pilots Collective Agreement No. 3

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PREAMBLE

1.1 This Collective Agreement is entered into between Sunwing Airlines Inc. (the “Company”) and the Flight Crew Members (“FCM”) employed by Sunwing Airlines Inc. as represented by Unifor Local 7378, also known as “The Union” and describes the basic terms under which the Company employs FCMs. In addition to these terms, FCMs shall adhere to reasonable Company policies, directives and all applicable statutes and regulations.

1.2 **Objectives**

The Company and the Union expect that all FCMs share their recognition of the objective of promoting and maintaining safe air transportation, efficient and economic flight operations, while delivering the highest quality of customer service. Compliance with the terms herein and the development of a cooperative spirit amongst all the parties to this Agreement is essential, and for our collective benefit.

In the development of a cooperative spirit between the Company and the Union, the parties agree that “Meaningful Consultation” is an essential ingredient to achieving that end. Meaningful discussions include discussions that allow the parties to comprehend a situation or problem sufficiently so as to understand the root causes giving rise to any issue.

While the Company retains the right to make workplace decisions, meaningful consultation will take place as a precursor to making a decision affecting either party. Consequently, the parties are agreed that they need to engage each other in open dialogue in an attempt to find solutions that address issues affecting them both. Nevertheless, each side will have the opportunity to gain a fulsome understanding of each other’s views and reasons behind decisions/actions taken with an explanation of why decisions/actions are being made.

The parties also agree that meaningful consultation is intended to afford the parties the opportunity to receive notice in advance, of a decision/action that might or will happen. Meaningful consultation conditions the parties to not mislead or mischaracterize rational leading to a particular decision/action.

1.3 **Obligations**

Any references contained within this Collective Agreement to the masculine gender shall also pertain to the feminine gender. Any reference to the singular shall also pertain to the plural where appropriate.

For the period of this Collective Agreement, the Company and the Union undertake to comply fully with the procedures set out in this Collective Agreement and the Canada Labour Code with respect to the peaceful settlement of disputes.

The Union undertakes not to call for a strike or work stoppage and the Company undertakes not to engage in any lock-out as defined in the Canada Labour Code for the duration of this agreement.

1.4 **Obligations of Successor and Change in Operations**

Should the Company change ownership, merge with another company, alter its corporate legal identity in any way whatsoever, including the setting up of a subsidiary or combining with one or more other airlines, sell or transfer its assets in whole or in part, this Collective Agreement shall remain in full force and effect, and the Canadian Industrial Relations Board certificate in effect at that time shall not be affected in any way, unless provisions to the contrary are contained in applicable legislation.

1.5 **Amendments to the Collective Agreement**

Only written amendments to the Collective Agreement shall be valid. The parties acknowledge that any modification or letter of agreement must be duly signed by the President of the Union in compliance with the Constitution of the Union and the Vice President, Flight Operations or his designate.

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RECOGNITION AND MANAGEMENT RIGHTS

2.1 Union Recognition

The Company recognizes The Union as the sole bargaining agent for all FCMs in accordance with the Board Order No. 10727-U dated February 2015.

2.2 Management Rights

The Company retains the exclusive control over all matters concerning the operation, management and administration of its business, and FCMs, except as may be restricted or altered by the terms and provisions of this Agreement.

Examples of the Company's rights shall include, but not be limited to, the following:

- a) Select, hire, transfer, furlough and promote FCMs, and demote, discipline, or discharge FCMs with just and reasonable cause (other than probationary FCMs, that can be discharged in accordance with section 18), and to require FCMs to observe reasonable rules and regulations which may be promulgated by the Company, provided such rules are not inconsistent with the terms and provisions of this Agreement;
- b) Maintain order, discipline, and efficiency;
- c) Determine and change the service and business of the Company, and the schedules with respect to same;
- d) Determine and change the location where the Company's business is carried on;
- e) Determine and change the methods of carrying out the Company's business and service; and
- f) Determine reasonable standards for the performance of work.

2.3 The employer shall exercise its rights consistent with the provisions of the collective agreement and not arbitrarily or in bad faith.

2.4 Copy of the Agreement

- a) The Company shall provide each FCM with a copy of this Collective Agreement within ninety (90) Calendar Days of the ratification of the agreement. The cost of printing the Collective Agreement shall be borne by the Company.

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3. UNION AFFAIRS

3.1

- a) All FCMs by virtue of employment by Sunwing Airlines shall become and remain members of the Union and shall pay membership dues. The obligation to maintain membership in the Union is satisfied by payment of regular monthly membership dues.
- b) The Company shall deduct from all FCMs (including Management Flight Crew Members) regular monthly Union dues or the equivalent thereof.
- c) The Union shall notify the Company in writing from time to time as may be required, of the amount of its regular monthly dues.
- d) Deductions shall be made from FCMs pay each pay period and shall be remitted to the Union no later than fifteen (15) days following the end of the month in which the deductions were made.
- e) The Company shall provide to the Union when remitting Union dues, a list identifying FCMs for whom dues have been deducted and remitted and the amount of dues deducted and remitted for each FCM.

The Company will supply the Union, once a month, with the following information:

- FCMs by status and rate of pay;
- FCMs for whom no deductions were made
- FCMs Addresses and Postal Codes

The Company will supply the Union, when changes occur with the following information:

- FCMs on lay-off;
 - Newly hired FCMs;
 - FCMs on leaves of absence and the reason;
 - FCMs on Short-term, Long-term Disability or Workers' Compensation;
- f) The Union agrees to indemnify and save harmless the Company against any claims of liability arising or resulting from the operation of 3.1.

3.2 The Company recognizes the Executive of the Union, comprised of the President, Vice-President, Financial Secretary and Recording Secretary, as duly elected representatives of the Union.

3.3 The Executive of the Union may establish committees at its discretion, however, only members recognized in the paragraph above, or Chairperson of the respective Committees, shall communicate with the Company on Union business. Individual FCMs may communicate with the appropriate Company personnel at any time, with regards to matters of a personal and/or singular nature.

3.4 The Company recognizes the role of the Union's representatives with respect to Union activities. The representatives shall be duly identified by the Union, with written notification to the Company. In addition, the Union shall advise the Company, in writing, of any change in its representation, including the addition or withdrawal of representatives.

3.4.1 Individual agreements regarding working conditions that differ from or are not provided for in this Collective Agreement shall be invalid.

3.4.2 The Union may, with the permission of the Vice President, Flight Operations, post notices upon Company designated bulletin boards wherever Union members are based. Such notices will contain Union related matters. The Union understands the requirements to conduct its affairs in a professional and business-like manner.

3.4.3 The Union may distribute Union mail to FCMs via Company mail and through use of FCMs mail slots provided at Company bases. The Company will bear no responsibility for delays or other distribution problems.

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3.4.4 The Company will permit the use of its photocopy machine to reproduce Union notices and correspondence, provided it does not interfere with normal office activities. However, excessive photocopying will not be permitted.

3.5 Paid Education Leave

3.5.1 The Company shall pay eight thousand (\$8000.00) each year into a Paid Education Leave Fund ("PEL Fund") established by the National Union. Such monies are to be paid on April 1st of each year into the fund and sent by the Company to the following address:

Unifor Canada PEL Training Fund
205 Placer Court, Toronto, Ontario.
M2H 3H9

3.5.2 The Company shall provide in the equivalent of time, two hundred (200) credits hours, allotted at four (4) hours per day, to the Union for the purpose of allowing FCMs unpaid leave to attend Unifor sponsored education programs. Such unpaid leave shall be administered by the Union at its discretion.

3.5.3 Education Leave (EL) shall be indicated on a FCMs schedule as an EL day.

3.6 Union Time Bank

3.6.1 On January 1st of each year, the Company shall grant the Union one thousand (1000) time bank credit hours per calendar year. Unused time bank credits can be carried forward to the following year for the duration of this contract. Upon the completion of this contract the unused time bank credits may be used for the purpose of negotiating the following agreement.

3.6.2 All Union business will be withdrawn from the time bank which shall include but not be limited to;

- Credit for meetings called by the Company
- Credit for meetings called by the Union
- Credit for work conducted by the Crew Scheduling Chairperson
- Credit for work conducted by any Committee

3.6.3 This time bank may be used by The Union Executive and their designated representatives. The time bank shall be administered by The Union Executive.

3.6.4 Time bank credits shall be assigned at 4 credits hours per day. Time bank credits shall be identified as "PMTG" on a Union Executive or designated representatives' monthly schedule.

3.6.5 In the event the time bank is exhausted prior to the end of a calendar year, the Union shall be responsible for all additional time bank credit hours.

3.6.6 The Union Executive will provide the Company with an audit of the time bank at the end of each year.

3.6.7 Time bank credit will be disbursed when;

- The Union Executive or designate requests a meeting with the Company
- The Union Executive or designate assigns schedule relief for Union related duties

3.6.8 The credits associated with days spent in bargaining for the purpose of contract negotiations will be shared equally between the Company and the Union. The Company's contribution will be limited to twenty (20) days of bargaining and will be restricted to four (4) bargaining committee members. The credits paid by the Company will be in addition to the time bank.

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- 3.6.9 Except as provided for in Union Time Bank, the Union will bear the cost of all "actual time" lost by FCMs and Union Representatives while participating in activities authorized by the Union. This will include but is not limited to:
- a) Union conventions;
 - b) Executive meetings;
 - c) Meetings to discuss internal Union business.
- 3.6.10 The Union will provide reasonable notice that shall not be later than the bid period for the month where the activity takes place. The time off will not be refused unreasonably.
- 3.6.11 The Union will be billed for the time off except in those situations where the Company has agreed to absorb the cost.

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4. DEFINITIONS

The following definitions apply to this Agreement:

- 1) Anniversary Date – means the day after the initial PPC check-ride was completed successfully.
- 2) Available Flying- means all flights with the exception of maintenance flights, non-revenue flights, acceptance/test flights, training flights and line check flights.
- 3) Base – means a geographical area designated as a base of operations.
- 4) Block – means a series of pairings, reserve days, training and time off awards that have been assigned to a FCM in a given monthly bid period.
- 5) Block Disruption – Block disruption means an assignment that, if awarded, would result in a CBA or regulatory violation of a previously awarded or scheduled pairing or assignment.
- 6) Block Month: means a complete calendar month commencing the first day of the month except for the months of January, February, and March, which shall be denoted as: 01January-30January, 31January-01March, 02March-31March inclusive.
- 7) Block Time – Means the period of time starting from push back at the beginning of a flight to the opening of the first entry door at the end of the flight. If the aircraft does not require push back then the Block Time starts when the Flight Crew is given clearance to start engines. For the purpose of pay, if push back is delayed by ATC, the Captain will make a note on the Captain's Flight Report and the block time begins at the actual time ATC pushback clearance was requested.
- 8) Book Off – means a withdrawal of a FCM from duty. A FCM will remain on book off status until he books back on.
- 9) Book Off Due to Fatigue- means a withdrawal of a FCM from duty due to fatigue. A FCM will remain on book off status until he books back on.
- 10) Check In – means the time the FCM is required to report for duty.
- 11) Check Out – means the recorded "In" time of the final flight of the duty period plus fifteen (15) minutes.
- 12) Company – means Sunwing Airlines Inc.
- 13) Crew Rest – means a period of time free from all duty with the Company.
- 14) Date of Hire – means the date a newly hired FCM commences initial ground training.
- 15) Day – means a twenty-four hour period commencing at 0300L and terminating at 0259L.
- 16) Deadheading – means the travelling of a non-operating FCM from one location to another by air or ground transport.
- 17) Displacement - means when a FCM is displaced from a flight or flights in his block month.
- 18) Drafted Deployment – means any assignment of a Crew Member to a deployed base for a period not exceeding one hundred and nineteen (119) days.
- 19) Duty Period – means the elapsed time during which a FCM is continuously on duty from scheduled report time, (or actual report time, whichever is later), until time of release from duty, and which is not broken by a minimum rest period.
- 20) FCM – means a person holding a seniority number on the FCM master seniority list.
- 21) Flight Duty Time – means the time during which the FCM operates in an aircraft as a member of its crew. It commences at the required report time at the beginning of a Duty Period and finishes fifteen minutes after the final flight in the Duty Period.
- 22) Furlough – means a layoff of a FCM due to a reduction in work force.

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- 23) Grey Day – means the period of time from 0300 to 0259 local at his base during which a FCM is not scheduled for any of the following:
 - a) Flight duty,
 - b) Guaranteed day off,
 - c) Vacation,
 - d) Training,
 - e) Reserve duty
 - f) Meetings, or
 - g) Any other form of work for the Company.
- 24) Guaranteed Day Off (GDO) – means the period of time from 0300 to 0259 local at his base during which a FCM is not scheduled for any of the following:
 - a) Flight duty,
 - b) Grey day,
 - c) Vacation,
 - d) Training,
 - e) Reserve duty
 - f) Meetings, or
 - g) Any other form of work for the Company.
- 25) Half Term Deployment: means any deployment of a FCM to a base other than his permanent base for a minimum period of 32 to a maximum period of 119 consecutive days.
- 26) Immediate Family – Immediate family for the purpose of compassionate and bereavement leave is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), grandchild, grandparent, stepchild or ward of the employee, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- 27) Layover – means the time spent off duty away from home base.
- 28) Long Term Deployment – means any deployment of a FCM to a base other than his permanent base for a minimum period of 120 to a maximum period of 181 consecutive days.
- 29) Management FCM – means a FCM who acts in a Management role and does not exercise his Seniority number.
- 30) Management Pilot – means a Flight Operations manager that does not have a seniority number and may operate as a line pilot.
- 31) Minimum Monthly Guarantee (MMG) – means the minimum number of hours that constitutes a monthly block.
- 32) Minimum Rest Period – means the minimum number of hours, free from all Company duty.
- 33) Online Training/Distance Learning – means a method of delivering recurrent or update training in other than a classroom environment. Technical or administrative memorandums are not considered Online Training/Distance Learning.
- 34) Pairing – means a pre-arranged combination of one or more duty periods and/or reserve days.

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- 35) Per Diem – means a payment to a FCM to cover living expenses while on a pairing where no meal is provided.
- 36) Permanent Base – means the base to which the FCM is permanently assigned. When not deployed, the FCM's home base will be his Permanent Base.
- 37) Personnel File – An employer's files encompassing the employees work record.
- 38) Reassignment - Means a FCM who is eligible for reassignment in the event of schedule changes, scheduling violations, government regulations, or displacements.
- 39) Red-eye- means any duty period that is scheduled to operate through 0300 hours local to the airport at which the Duty Period began.
- 40) Report Time – means the time designated for the FCM to report for duty.
- 41) Reserve – means a time period during which a FCM so assigned must be available for duty.
- 42) Seasonal Base – means a location where the Company establishes a seasonal operation and has pilots based at the location to support the operation.
- 43) Sick Day – means a day where a FCM is unavailable for a scheduled duty day due to illness. A FCM will remain on sick book off status until he books back on.
- 44) Short Term Deployment – means any deployment of a FCM to a base other than his permanent base for a period of 31 or less consecutive days.
- 45) Suitable Accommodation – means 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, an accommodation that is suitable for the site and season, is subject to a minimal level of noise, and provides adequate protection from the elements.
- 46) Training flight – means a flight or series of flights that are allocated for the purpose of line indoctrination and line checks. Such flights are not considered as "Available Flying".
- 47) Union – means Unifor Canada.
- 48) Vacation Day – means the period of time from 0300 to 0259 local at his Permanent Base or Seasonal Base during which a FCM is not scheduled for any of the following:
 - a) Flight duty,
 - b) Grey day,
 - c) GDO,
 - d) Training,
 - e) Reserve duty,
 - f) Meetings, or
 - g) Any other form of work for the Company.
- 49) Vacation Year – means the period commencing 01 May through to 30 April of subsequent year.

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5. SENIORITY

5.1 General

- 5.1.1 All FCMs, with the exception of pilots retained under 6.7 and 6.8, employed to operate Company Aircraft must be on the Sunwing FCM's Seniority List and become members of Unifor Local 7378.
- 5.1.2 The Company will maintain and publish a Master Seniority List and a Captain Seniority List at least twice (2) a year (on April 01 and October 01) to include any additions, deletions or changes. A copy of the most recent list will be posted within seven days of the respective date above.
- 5.1.3 A FCM will be permitted a period of thirty (30) days after issuance of the Master Seniority List or Captain Seniority List to protest to the Company any omission or error affecting their seniority.
- 5.1.4 When a FCM returns from STD, LTD, or a Leave of Absence (LOA), he shall have thirty (30) Calendar Days following his return to duty to submit a protest.
- 5.1.5 Where no protests are submitted within the allotted time frame, the respective Captain Seniority List and Master Seniority List shall be considered as final, binding and no longer subject to challenge.
- 5.1.6 A FCM transferred to non-flying or supervisory duty at the request of the Company will retain his seniority and accrue credit for length of service. This does not include Management Pilot (s) who has not held a seniority number and article 5.2.1 shall not apply.
- 5.1.7 A FCM returning from a management position will be able to return to the line status his seniority will allow him to hold.

5.2 Master Seniority

- 5.2.1 Master Seniority shall be effective on the date of entry into the bargaining unit. Date of entry will be the date of successful completion of the PPC. The Master Seniority List posting shall include:
 - 1) Master Seniority number
 - 2) Employee name
 - 3) Employee Permanent Base
 - 4) Date of Hire
 - 5) PPC date
 - 6) Status - Captain or First Officer.
- 5.2.2 When two or more FCMs have been selected to enter training with the Company for the same course, position on the Master Seniority List will be determined by the Union. A Union Representative shall conduct all seniority lottery assignments.
- 5.2.3 The Master Seniority List will govern all FCMs within the First Officer status on all bids pertaining to base transfer, position displacement, permanent position awards, block awards, vacation awards.

5.3 Captain Seniority

- 5.3.1 A FCM that successfully completes Captain upgrade training shall be placed on the Captain Seniority list and shall reflect the day of successful completion of the Captain Line check. The Captain Seniority List posting shall include
 - 1) Captain seniority number
 - 2) Employee name
 - 3) Employee Permanent Base
 - 4) Captain Seniority date.

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- 5.3.2 When two or more FCMs are awarded upgrades on the same bid, Master Seniority will determine their positions on the Captain Seniority List.
- 5.3.3 All FCMs assigned a Seniority Number and associated Seniority Date on the Captain Seniority List will maintain such.
- 5.3.4 Effective January 16, 2015 FCMs successfully completing upgrade training shall be placed on the bottom of the Captain Seniority List, in accordance with their position on the Master Seniority List.
- 5.3.5 For clarity, on January 16, 2015 a "line" will be established below the most junior Captain on the Captain Seniority List and any FCM added to the Captain Seniority List in accordance with 5.3.4 above shall be positioned below this "line" in accordance with their position on the Master Seniority List.
- 5.3.6 The following illustrations demonstrate variations in the application of 5.3.5:
- a) FCM'A' has a Master Seniority Number of 300 and successfully completes his initial Captain Line Check in 2016. He is placed on the Captain Seniority List in order of Master Seniority below the "line", that was established January 16, 2015 in accordance with his position on the Master Seniority List.
 - b) FCM"B" has a Master Seniority Number of 280 and successfully completes his initial Captain Line Check in 2018. He will be placed on the Captain Seniority List above FCM"A", in accordance with his position on the Master Seniority List, but below the "line" established on January 16, 2015.
- 5.3.7 The Captain Seniority List will govern all FCMs within the Captain Status on all bids pertaining to base transfer, position displacement, permanent position awards, block awards, vacation awards.

6. HIRING AND BID AWARDS

6.1 General

- 6.1.1 Company policy is to promote/upgrade from within. To the extent possible, all vacant positions will be filled by qualified FCM s respecting seniority.
- 6.1.2 If it becomes necessary to hire Direct Entry Captain(s), all First Officers in Sunwing will have a respective position reserved on the Captains Seniority list. Direct Entry Captains will be placed on the bottom of the Captains Seniority List below the reserved First Officer positions. If a First Officer fails to demonstrate the required proficiency during their first attempt at upgrade training, they will be removed from the Captains Seniority List.
- 6.1.3 Before hiring any Direct Entry Captain(s), the Company will advise the Union of its intentions and, if the Union so desires, review a list of all First Officers who have the Seniority and Minimum Upgrade Qualifications to bid for an upgrade with the Union. All of these First Officers will be evaluated by the Company in accordance with Article 6.5 and Article 6.6.

Basing of FCMs

- 6.1.4 The Company shall produce a bid to all FCM s when the Company has a requirement to fill a vacant position.

NOTE: Layoff and Recall – If the total number of FCMs is increasing, then prior to producing a bid, any FCM affected by a base closure or layoff shall have first right to the vacant position based on status and seniority.

- 6.1.5 Seasonal Base Bid

- 1) All seasonal deployments (Foreign or Domestic) shall be treated as vacancies for the purposes of bidding.
- 2) Positions awarded for the term of a Seasonal Base Bid shall not alter a FCM's permanent base or status.

6.2 Standing Bid

- 6.2.1 Each FCM shall maintain a Standing Bid that shall serve on a continuous basis, as his bid for any permanent base positions or status change. The FCM may modify their Standing Bid during the months of January and July. No changes will be accepted to a Standing Bid outside of these two months. Standing Bids will be submitted to the Manager, Publications and Administration. The Standing Bid will include the FCMs choice of status and basing.
- 6.2.2 If the FCM has no Standing Bid on file, the base of preference and status shall be the FCMs current permanent base and status.
- 6.2.3 All vacancies shall be posted for a minimum of fourteen (14) calendar days.

6.3 Seasonal or Temporary Base Swap

- 6.3.1 A FCM may request a seasonal base or temporary base swap with another FCM pending the approval of the Company and the Union. Base swaps will not be permitted to circumvent Seniority.

6.4 Permanent Base Transfer

- 6.4.1 Permanent Base transfers are assigned, in order of seniority and status.
- 6.4.2 The FCM who is granted a base transfer shall be notified in writing.

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6.5 Minimum Upgrade Qualifications

6.5.1 To qualify for initial upgrade training to Captain on type, a FCM should meet the following minimums:

- a) A current Airline Transport Pilot License, AND
- b) 5,000 hours Total Flight Time, AND
- c) 2,000 hours Total Flight Time on Jets over 100,000 lb., OR 1,000 hours PIC Flight Time on Jets over 100,000 lb.

NOTE: For each year on type with the Company, a FCM may reduce his total flight time requirements by five hundred hours. The total reduction will not exceed one thousand hours.

6.6 Evaluation by the Flight Operations Department

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

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

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

6.7 Contract Line Training Pilots

6.7.1 The Company will only hire Contract Line Training Pilots during the introduction of a new aircraft type. The hiring of Contract Line Training Pilots will be subject to the following conditions:

- 1) Contract Line Training Pilots will not be paid less than first year Captains hourly rate when flying as Pilot-in-Command;
- 2) Each Contract Line Pilot must wear a uniform consistent with his status;
- 3) Contract Line Training Pilots shall only be in the employ of the Company for an accumulated maximum of six (6) months in any calendar year. The start date of any such period of employment may occur only once in any calendar year.

6.8 Foreign FCMs

6.8.1 The Company may contract Foreign FCM s subject to the following conditions:

- a) Foreign FCM s will not be used when any full time FCM is furloughed;
- b) Foreign FCM s will be subject to the scheduling rules of this Agreement;
- c) The Company will endeavor not to contract more Foreign FCM Captains than Foreign FCM First Officers. The Company will have meaningful consultation with the Union if there is a need to bring in more Foreign FCM Captains than Foreign FCM First Officers. The Company will ensure that all qualified First Officers have been upgraded if Foreign FCM Captains exceed Foreign FCM First Officers;
- d) Each Foreign FCM must wear a uniform consistent with his status;
- e) The Company will only contract a Foreign FCM for the winter season.

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6.8.2 The Union will receive a monthly sum of \$35.00 per month for each Foreign FCM that is not a member of a bargaining unit as a mentoring allowance. This amount will be prorated for partial months beginning upon their first line indoctrination flight.

6.9 Wet Leasing - Outside Operators

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

6.9.2 No FCM will be displaced from a Permanent Base Position due to the Company Wet Leasing an aircraft into a Permanent Base.

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

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7. LAYOFF and RECALL/UPGRADING and DOWNGRADING

7.1 Prior to a Layoff

- 7.1.1 In an effort to minimize the impact of a reduction in force, the Company may, subject to seniority, status and other qualification requirements;
- a) Offer and grant Personal Leave of Absence (PLOA) before any layoff notices are issued or downgrades effected; and/or
 - b) Offer Voluntary Layoffs to more senior FCM who would not be subject to layoff; and/or
 - c) Offer Job Sharing and Reduce Block Month as per articles 7.8 and 7.9.

7.2 Downgrading/Upgrading

- 7.2.1 Downgrading from Captain (Captain) to First Officer (FO) status due to reduction in force will be by base, in reverse order of Captain Seniority.
- 7.2.2 A Captain downgraded to FO status due to a reduction in force will be reinstated to Captain status in order of highest Captain Seniority Number if and when the Company requires additional Captains at the base.
- 7.2.3 If there is a FCM with a Captain designation on laid off status he will only be recalled to his position as Captain if there is no active FCM holding such designation that can be upgraded.

7.3 Bumping

- 7.3.1 A FCM subject to a downgrade may bump/displace the most junior FCM in the system and must notify the VP Flight Operations by email of such intent within seven (7) calendar days of the date of the Notice of Layoff.
- 7.3.2 A FCM who bumps will retain recall rights to his original base.
- 7.3.3 If the Master Seniority of a FCM who gives notice to bump does not permit him to exercise the right to bump immediately, he may request to keep his request to bump on file and he will be notified if and when his Master Seniority permits him to bump.
- 7.3.4 A list of those who are requesting to bump into a base when their Master Seniority permits will be kept on file and provided to the Union.
- 7.3.5 All costs associated with bumping/displacing will be the FCM's expense with the exception of moving expenses outlined in Article 14.9.
- 7.3.6 The FCM will be granted up to seven (7) moving days in order to relocate to his new base. It is understood that these are seven (7) of his allotted GDOs for the Block Month. These seven (7) days will be automatically placed on his schedule unless he sends an email to Crew Planning by the first day of the month prior to the Block Month where the bump will take place, indicating that he wants fewer or no moving days prior to the date of the bump.

7.4 Where there is Layoff of FCMs

- 7.4.1 Where there is a layoff of FCMs, such layoffs will be in reverse order of Master Seniority.
- 7.4.2 The Company shall provide at least three (3) weeks written notice prior to such layoff taking effect or three (3) weeks pay in lieu of such notice.
- 7.4.3 The Company may cancel any Notice of Layoff at least two (2) weeks prior to such layoff taking effect, if time permits.
- 7.4.4 Pay for vacation entitlement accrued, but not taken, will be paid out at time of layoff.
- 7.4.5 The FCM on layoff status will retain his ranking on the Master Seniority List and retain recall rights for a period of four (4) consecutive years but will not accrue time in service pay progression or vacation entitlement purposes.

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- 7.4.6 A FCM who is laid off but wishes to return to service with the Company must file his address and contact information with Flight Operations Administration and must promptly advise the Company of any changes to this information.
- 7.4.7 A FCM on layoff status with the Company will be permitted to continue his Health and Dental and Travel Benefits. During this time, the FCM will be responsible for payment of both the employee and Company portion of the premiums for the Health and Dental. In order to continue these benefits, the FCM is responsible to provide the Human Resource Department postdated cheques for this period within seven (7) days of his date of layoff.

7.5 Recall to Employment

- 7.5.1 FCMs will be recalled by Base in order of Master Seniority subject to status, and other qualification requirements.
- 7.5.2 FCM who returns to serve part of the Block Month will have his MMG and GDOs pro-rated based on the number of days he is active in the Block Month.
- 7.5.3 If a FCM is recalled after the bids have closed for the month he is returning, the Company will assign available flights or Reserve Duty. If more than one FCM returns to the base after the bids have closed, seniority will be honoured when requesting available duties, if any and GDOs in order to build a block.

7.6 Notice of Recall

- 7.6.1 A written Notice of Recall specifying a report date will be sent by email to the last email address filed with Flight Operations.
- 7.6.2 If the Company does not receive a response by email within five (5) calendar days of the email being sent from the FCM being recalled, the recall letter will be sent by Registered Mail to the last address filed with Flight Operations.
- 7.6.3 A FCM who is recalled to employment will have five (5) calendar days from the date of the Recall to Employment Letter to advise the Company of his decision.
- 7.6.4 The FCM accepting the recall must report by the specified report date.
- 7.6.5 A FCM may decline a Notice of Recall and continue on layoff status provided more junior FCMs in the same status continue to be laid off. Once all junior FCMs in the same status are recalled he must accept or will be deemed to no longer work for the Company. The onus is on the employee to inform the employer of any change in circumstances and personal contact information.
- 7.6.6 If a FCM has bumped into another base but has retained recall right to his original base and is subsequently recalled to that base, he may have up to seven (7) days of his allotted GDOs placed in advance of his start date at his original Home Base. It is understood that these are seven of his allotted GDOs for the Block Month. These seven (7) days will be automatically placed on his schedule unless he sends an email to Crew Planning by the first day of the month prior to the Block Month where the bump will take place, indicating that he wants fewer or no moving days prior to the date of the bump.

7.7 Short Notice Recall

- 7.7.1 If, in exceptional circumstances, the Company requires additional FCMs and cannot provide ten (10) days for the Notice of Recall, the Company reserves the right to recall by phone. In these cases, the Union will be consulted and a shorter timeframe will be established in order to meet staffing requirements. A FCM will not forfeit his recall rights if he is unable to accept the short notice recall because he is unable to report at this specified report time.

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7.8 Job Sharing Program

7.8.1 Eligibility

- 1) All FCMs may be eligible for the Job Sharing Program (JSP). JSP may be offered for periods of up to six (6) consecutive months. The intended period must be jointly requested by two (2) FCMs (partners), holding the same position at the same base. The partners shall email the Chief Pilot no later than forty five (45) calendar days prior to the period concerned. The Company reserves the right to approve all requests for participation in the JSP.
- 2) FCMs cannot be off work for more than two (2) consecutive months while participating in the JSP.

Example: Two FCMs make a JSP application for the period between April 1 and September 30. During this period, partner "A" is to work in April, June and August while partner "B" is to work in May, July and September.

7.8.2 Program Extension

The program can be extended if so requested by the partners, subject to agreement by the Company.

7.8.3 Work Schedule

During the JSP, the Company will issue blocks to indicate months that will be worked and months that will not be worked. Blocks may contain pairings that overlap the month that is not worked. MMG will not apply to any overlap months.

7.8.4 Compensation

- 1) FCMs are paid at their normal years of service rate and will not receive pay or allowances for the month(s) not worked. The Minimum Annual Guarantee will be reduced in accordance with the JSP MMG reduction.
- 2) FCMs that operate an overlap pairing during a month that is deemed to be free of duty shall only receive credit for hours worked.

7.8.5 Insurance

FCMs shall be responsible to pay the premiums for the group insurance plan during the months not worked.

7.8.6 Travel Privileges

A FCM maintains their travel privileges during the months they are off work.

7.8.7 Length of Service

A FCM will accrue length of service for pay. However, a FCM will only accrue vacation for full months worked.

7.8.8 Withdrawal

If a FCM becomes unfit to fly or is no longer in the employ of the Company, the JSP terminates unless the remaining FCM finds a new partner. If a new partner cannot be found, the Company may choose to maintain the JSP for the remaining FCM.

7.9 Reduced Block Month

- 7.9.1 FCM may apply for a Reduced Block Month (RBM). The RBM holder shall be assigned a monthly block 50% of the normal monthly MMG.

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7.9.2 Compensation

- 1) For each month a FCM is assigned an RBM, they are paid at their normal years of service rate for the credits that are assigned. The Minimum Annual Guarantee will be reduced in accordance with the RBM MMG reduction.

Example: A FCM requests and is granted an RBM for the month of July (MMG 80 hours). He accumulates a monthly block of 42 hours; the FCM shall be paid 42 credit hours

Example: A FCM requests and is granted an RBM for the month of July (MMG 80 hours). He accumulates a monthly block of 38 hours; the FCM shall be paid 40 credit hours.

- 2) The FCM is eligible to continue contributions to the Company retirement savings plan however matching contribution by the Company will not occur during the months the FCM is not working.

8. PERSONNEL PRACTICES

8.1 Appearance

8.1.1 FCMs are expected to present an appearance that is a credit to the Company and to their profession. Clean uniforms, shined shoes and neatly trimmed hair are required. For appearance reasons beards are not authorized.

8.2 Uniforms

8.2.1 The Company and Union shall jointly establish a Uniform Committee consisting of at least one FCM.

8.2.2 Where any change to the Uniform allotment, changes in the supplier, style, colour or material of the uniform, including luggage, are contemplated, the Company shall take into consideration the recommendations of the Uniform Committee.

8.2.3 The FCMs will each pay 50% of the cost of their initial uniform allotment up to a maximum of five hundred (\$500) dollars.

FCM will have the option of paying for this within 30 days of employment, or paying in installments over a twelve (12) month period. A form will be provided for tax purposes.

An FCM who resigns from the Company shall have any outstanding uniform balance, deducted from their final pay.

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

8.2.5 The uniform will consist of the following components with their associated replacement life:

- a) One Tunic (1 every forty-eight (48) months on FCM anniversary)
- b) Three trousers, (two (2) pairs replaced every two (2) years on FCM anniversary)
- c) Two ties, (as required)
- d) Seven shirts, (four (4) shirts replaced every year on FCM anniversary)
- e) Two wings, (as required)
- f) One pair of epaulettes,
- g) One overcoat, (one (1) overcoat every four (4) years on FCM anniversary)
- h) One reflective vest, (as required)
- i) One carry-on bag, (as required)
- j) Sunwing Lanyard

NOTE: Unifor Lanyard and/or Lapel Pin may be optionally worn if provided by Unifor.

Ties, epaulettes, pins and wings are replaced as needed.

8.2.6 Maternity wear required by female FCMs shall be supplied by the Company.

8.2.7 The Company will pay FCMs an allowance of fifty-two dollars and thirty cents (\$52.30) per month for the maintenance of uniforms and for other miscellaneous items. This allowance shall increase at 1.5% per year for the life of this contract.

8.2.8 With the exception of shirts or stolen items, all replaced uniform pieces must be returned to the Company. This includes replacement luggage items.

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- 8.2.9 The Company shall designate a tailor at the following Sunwing FCM Bases – YYZ, YUL, YVR. These tailors will be used for all measurement, fitting and alteration of uniform pieces; these costs will be borne by the Company. Alterations to the uniform standard will not be permitted.
- 8.2.10 The Company shall repair or replace any part of a damaged uniform when such damages occur in the performance of a FCM's duties.
- 8.2.11 If the Company introduces any changes which requires a FCM to replace their uniform, the cost will be borne by the Company irrespective of the replacement life of the affected components.
- 8.2.12 The Company shall pay all shipping and delivery costs to the FCM's Base.

8.3 Conduct

- 8.3.1 While wearing the Company uniform, all FCMs must conduct themselves in a manner that will enhance the image of the Company. Under no circumstances will a FCM consume alcoholic beverages while in Company uniform. For the purpose of this paragraph, the white shirt and black slacks without Company insignia, lanyard and epaulettes does not constitute a Company uniform.

8.4 Smoking

- 8.4.1 While in Company uniform, FCMs must not smoke in view of the public or smoke in a confined space that would cause their clothing to smell of smoke.

8.5 Deadheading / Travel for Company Business

- 8.5.1 While traveling or jump seating on Company Aircraft, either Company uniform or business casual dress attire must be worn.

8.6 Physical Exams

- 8.6.1 The Company medical standards for physical examinations will be no more restrictive than those standards set forth in the Transport Canada Regulations as being required to maintain an Airline Transport Pilot License, including any waiver policies adopted by Transport Canada.
- 8.6.2 For the Transport Canada required medical, a FCM can choose his AME.
- 8.6.3 The cost of the periodic physical and electrocardiogram examinations required for license endorsement will be borne by the Company. The Company will reimburse the reasonable cost of the medical at an Aviation Medical Examiner (AME).
- 8.6.4 Upon completion of the Transport Canada medical examination for the renewal of a Medical Certificate, the FCM shall provide the Company with his medical status (fit or unfit) with a copy of the Medical Certificate validation. No other medical details shall be provided.

8.7 Physical / Mental Conditions

- 8.7.1 A FCM is expected to use good judgment relative to obtaining adequate rest prior to reporting for flight or other duty. When under serious mental stress or fatigue, a FCM should evaluate his ability to perform flying duties. In the event a FCM so removes himself from flying duties, he will contact the Chief Pilot as soon as practical.
- 8.7.2 Medical information will be confidential between the FCM and his Physician.

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8.8 Alcohol/Drugs

- 8.8.1 Alcoholic beverages will not be consumed under the following circumstances:
- a) While on duty, including deadheading
 - b) Twelve hours prior to scheduled report time (including deadheading report time)
 - c) While in uniform
 - d) If listed on crew manifest
- 8.8.2 The Company shall not conduct drug or alcohol testing except for cause, the sole exception being any regulatory requirement imposed by a governing body.

8.9 Medication

- 8.9.1 Although many private physicians can properly advise the FCM, most physicians are not trained in aviation medicine; therefore, it is mandatory to clear all medication use with an AME.
- 8.9.2 The Company shall incur the cost of any shot or vaccination recommended by the Company Doctor in connection with any destination flown to by the Company.

8.10 Off Duty Flying

- 8.10.1 FCMs will not be permitted to fly commercial non-Company aircraft while actively employed by Sunwing Airlines.
- 8.10.2 For exceptional circumstances, the Vice President Flight Operations or the Chief Pilot may give special authorization.
- 8.10.3 If a FCM operates a flight recreationally, he is responsible to ensure that flight and duty day restrictions are not violated. He must also ensure that recreational flying does not impact, in any way, the operation of Company aircraft.

8.11 Flight Crewmember Files

- 8.11.1 All Personnel files kept by or on behalf of the Company on a FCM shall remain wholly confidential and only those in charge of the Company's Flight Operations and Human Resources Departments shall have access thereto, and then only in the course of their duties.
- 8.11.2 All such Personnel files shall be made available for the FCM's examination within ten (10) business days upon request by the FCM, in the presence of a member of management. A FCM may choose to respond to any material(s) on his file(s), the response(s) shall be kept on his Personnel file with the material to which it refers.

8.12 Restricted Area Identification Card (RAIC)

- 8.12.1 Where a FCM's security clearance or RAIC is suspended, revoked, or denied renewal, the Company will lend assistance to the FCM in attempting to obtain the re-issue of the RAIC.
- 8.12.2 During this period, 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 benefits, and entitlements as if the Pilot was on active flying duty during this period.
- 8.12.3 Toronto Only – FCM's can make appointments in advance without knowing their published schedule – Company will pre-assign RAIC appointments on the FCM's schedule via email. No credit will be allocated to RAIC appointments.

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8.13 Defense

- 8.13.1 The Company shall maintain an insurance policy providing liability coverage of a FCM in relation to the performance in the normal course of their duties which excludes losses on account of any claim based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any wilful violation of any statute or regulation by the FCM, if a judgment or other final adjudication adverse to such FCM establishes such a deliberately fraudulent act or omission or willful violation.
- 8.13.2 The foregoing coverage will include the provision of legal counsel to defend the FCM and/or his estate, where any legal action arises from the performance in the normal course of their duties, and to hold them and/or their estate harmless therefrom.

8.14 Flight Crewmember Costs

- 8.14.1 No FCM shall be required to pay for the use of any Company and/or third party vendor equipment used in the personnel training required by the Company. No FCM shall be required to pay damages in relation to damage to aircraft or equipment that occurred in the performance in the normal course of the FCM's duties but the foregoing shall not apply to losses on account of any claim based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any wilful violation of any statute or regulation by the FCM, if a judgment or other final adjudication adverse to such FCM establishes such a deliberately fraudulent act or omission or willful violation.

8.15 Estate Settlement

- 8.15.1 Any payment required by this Collective Agreement due the estate, and not a named beneficiary, may be made by the Company to a legal representative of the estate where such person provides a court certificate evidencing his appointment of such. Such payment shall release the Company of any further obligation to the estate of any other person with respect to such payment.

8.16 No Discrimination

- 8.16.1 The Company and the Union acknowledge and affirm their respective obligations under the Canadian Human Rights Act and jointly agree that there shall be no discrimination in respect of employment by reason of any prohibited ground in the absence of any bona fide occupational requirement contemplated by the said Act.
- 8.16.2 In the event of a violation of this Article by the Company or the Union, an arbitrator shall have the jurisdiction to hear the complaint.

8.17 Electronic Flight Bag

- 8.17.1 The use and responsibility of the EFB is indicated in the EFB Loan Agreement which is signed by both the FCM and the Company.
- 8.17.2 Personal use of the device is at the FCM's own risk. Sunwing Airlines assumes no liability and is not required to restore the FCM's personal data in the event the Equipment is lost, stolen or damaged.
- 8.17.3 Sunwing Airlines agrees to not access the camera or the audio components of the EFB while on loan to the FCM.

9. VACATION AND STATUTORY HOLIDAYS

9.1 Statutory Holidays

9.1.1 Nine (9) Statutory Holidays will be allowed per year. The Statutory Holidays recognized by the Company are:

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

9.1.2 In order to accrue a Statutory Holiday a FCM must be available for work for fifteen or more days during the thirty day period immediately preceding the Statutory Holiday or work on the Statutory Holiday.

9.1.3 FCMs will accrue Statutory Holidays at the rate of one day for each month of their employment during which a Statutory Holiday falls and accrued Statutory Holidays will be added to the vacation bid entitlement.

9.2 Vacation Days

9.2.1 FCMs are entitled to a set number of vacation days per vacation year and will accrue these days for each month of their employment during a vacation year based on length of service as per the chart below. Earned vacation days are taken in the following Vacation Year.

Length of Service	Vacation Entitlement
Less than One (1) Year	0.83 days per month
1 year or more but less than 4 Years	10 Days
4 years or more but less than 10 Years	15 days
10 years +	20 days

NOTE 1: Paid vacation is not accrued while on LTD, LOA or furlough.

NOTE 2: If a FCM is hired after the vacation year commences, he will not be eligible to take vacation until the following Vacation Year.

Example: A FCM will be awarded in his fifth year of service with the accrued vacation days that were earned in his fourth year of service

9.2.2 If a pilot has vacation during the course of an STD absence, the vacation will be deferred to begin immediately following the absence. Deferred vacation must be taken prior to returning to duty.

9.2.3 An FCM who transitions to LTD, Maternity/Parental, furlough or LOA in excess of 31 days will be paid out for any unused paid Vacation days on the first pay period after the transition period. However, if a FCM is holding scheduled vacation time after the LOA, he must inform the Company if they wish to hold this time as unpaid vacation or if he would like to waive this unpaid vacation within 10 (ten) days of the start of the LOA.

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9.3 Work on a Vacation Day

- 9.3.1 FCMs may be requested to work on a vacation but are not obligated to do so.
- 9.3.2 Should the FCM agree to operate on a Vacation Day, the Vacation Day will be replaced in the same block month or the following block month.

9.4 Vacation Bid

- 9.4.1 All vacation bids shall be posted for a minimum of fourteen (14) days.
- 9.4.2 Vacation bids shall be released twice per Vacation Year; once in the spring and once in the fall. Vacation bids must be submitted in writing or by electronic means as instructed by the Company prior to a date set by the Company.
- 9.4.3 Vacation awards shall be based on the FCMs seniority within their permanent, seasonal or deployed base and their status as either a Captain or First Officer.
- A FCM must bid their vacation entitlement in as determined by the Company. A FCM shall not be financially penalized for vacation that has been accrued as a First Officer but awarded as a Captain.
- Any vacation entitlement remaining after the spring vacation bid shall be carried forward to the fall vacation bid. If, due to operational requirements, the Company is unable to award a FCM remaining entitlement during the fall bid that entitlement shall be carried over to the following bid period or at the request of the member be paid out in accordance with the collective agreement.
- 9.4.4 A FCM on LOA, STD, LTD or Maternity/Parental leave with a known return to service date shall participate in the Vacation Bid Award process.
- 9.4.5 The Company, based on operational requirements, reserves the right to limit vacation availability in any period.
- 9.4.6 Vacation periods must be taken in blocks of five days. Two VGDOs will be assigned before and after a vacation block of five days.
- 9.4.7 Where a FCM has an annual entitlement that is not evenly divisible by five, one (1) block will be for the remainder of days outstanding. The FCM will specify either;
- One VGDO assigned before and after the vacation block, or
 - Two consecutive VGDO's assigned either before or after the vacation block.
- 9.4.8 An FCM may elect to forfeit any or all VGDOs (and bid regular GDOs) provided that he advises Crew Planning by email thirty (30) calendar days prior to the bid month in which vacation is scheduled.
- 9.4.9 A vacation bid package will be provided. The bid package shall include the following:
- a) Each FCM's total vacation entitlement for the year.
 - b) Each FCM's available vacation entitlement for the Seasonal Vacation Period.
 - c) The seniority standing of each FCM by status.
 - d) A calendar displaying Vacation Block availability during the Seasonal Vacation Period.

9.5 Vacation Carry Over

- 9.5.1 Vacation entitlement cannot be carried over without written approval from the Chief Pilot except as in Article 9.4.3.
- 9.5.2 Bid Process
- The vacation award process shall be a joint Union and Company effort. Available or leftover vacation blocks shall be chosen by the FCM and not assigned.

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9.6 FCM Vacation Pay Excess Earnings

Total taxable earnings for the calendar year in excess of the guaranteed minimum of one thousand (1000) credit hours per year shall be paid out at the end of December of the year in which it is earned.

Years of Service	Total Taxable Excess Earnings in the Calendar Year
Less than four (4) complete years of service	4%
Four (4) complete years of service up to ten (10) complete years of service	6%
Greater than ten (10) complete years of service	8%

Example: A year 10 Captain with total taxable excess earnings (e.g. overtime, GDO pay, etc.) will be paid at 8%.

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10. TRAINING

10.1 General Training

- 10.1.1 Training includes, but is not limited to, initial and recurrent ground school, simulator and flight training.
- 10.1.2 The Company shall give at least forty-eight (48) hours advance notice for all PPC, IFR check rides and line checks. In the event that additional training must be received in order to conduct an IFR or PPC check, the Company will endeavor to give as much notice as possible to the FCM. The Company will endeavor to provide at least forty-eight (48) hours advance notice for all training.
- 10.1.3 FCMs will be notified of all training posted on their schedules a minimum of 30 calendar days prior to the training date. If a scheduled training date conflicts with a personal commitment, the Chief Pilot will endeavor to establish a release for the affected FCM.
- 10.1.4 FCMs may submit a preference for the planning of simulator slots ninety (90) calendar days in advance of the training schedule being published. The training department will post available simulator slots when they become known. Preferences for simulator slots, where possible, will be assigned in accordance with the requesting FCM's seniority. The Company will make efforts to accommodate the request of the FCM; however, due to scheduling constraints the request may not be honored.
- 10.1.5 Pairings will be a maximum of twenty-one (21) calendar days for attending initial type training, upgrade training and foreign pilot training.
- 10.1.6 Pairings will be a maximum of fourteen (14) calendar days for conducting initial type training, upgrade training and foreign pilot training.

10.2 Failure to Qualify

- 10.2.1 A FCM who fails to demonstrate the required proficiency on a recommendation for a PPC, PPC, Training in Lieu (LOFT), Line Indoctrination or Line Check renewal will be subject to the following:
 - a) In the case a failure of achieving a recommendation for a PPC or failure of the PPC itself, he will be given reasonable additional training in the sequence that the required proficiency was not demonstrated followed by the appropriate PPC renewal.
 - b) In the case of a failure of a training session part of a Training in Lieu (LOFT) cycle, he will be given reasonable additional training in the sequence that the required proficiency was not demonstrated with the objective of achieving the required proficiency for passing the Training in Lieu program.
 - c) In the training referred to above, the FCM will have the option of having any additional training conducted by a different Qualified Simulator Instructor if available.
 - d) The scheduling of the second attempt will be established by the Company following examination of the reasons for the initial failure and discussions with the FCM.
 - e) A FCM who fails to demonstrate the required proficiency on a recommendation for a PPC, PPC, Training in Lieu (LOFT), Line Indoctrination or Line Check and are rescheduled on a GDO will be paid at their regular hourly rate.
- 10.2.2 If the FCM fails a second time, the Chief Pilot or his designate will review his case and he will be advised in writing of his current and future status with the Company within ten (10) calendar days of the failure.

10.3 Failure to Qualify Conversion or Status

- 10.3.1 A FCM who fails to demonstrate the required proficiency at any stage of recommendation for a PPC, PPC, Line Indoctrination or Line Check will be subject to the following:
 - a) He will be given reasonable additional training in the area in which the required proficiency was not demonstrated, followed by the appropriate evaluation.

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- b) A FCM who still does not demonstrate the required proficiency will be returned to his former status.
 - c) The FCM will remain in his former status and equipment for a period of not less than twelve (12) months before he is eligible to re-bid a change in status.
 - d) Article 10.3.1 c) may be waived at the Company's discretion.
 - e) A FCM who fails to demonstrate the required proficiency on a recommendation for a PPC, PPC, Training in Lieu (LOFT), Line Indoctrination or Line Check and are rescheduled on a GDO will be paid at their regular hourly rate.
- 10.3.2 If the FCM fails a second time, the Chief Pilot or his designate will review his case and he will be advised in writing of his current and future status with the Company within ten (10) calendar days of the failed check ride.

NOTE: Except for reasons beyond the FCMs control, if training is stopped at any time during a recurrent or an initial training session by the FCM, it will be considered a failure.

11. CREW SCHEDULING

11.1 Pilot Bidding System

- 11.1.1 The Company shall provide a computerized Pilot Bidding System.
- 11.1.2 The Pilot Bidding System will allow a FCM to bid on all available flying and Reserve at his assigned base.
- 11.1.3 The bid award shall be based on Seniority subject to restrictions set forth in this CBA, regulations and coverage of the published pairings.
- 11.1.4 Bid options available in the PBS shall be determined by the Company in consultation with the Scheduling Chairperson. The Company and the Union shall review pairing construction prior to the bid release.
- 11.1.5 Bid closing and Publishing
FCMs will have ten (10) calendar days to enter a bid for the following block month. The Crew Planning department will require between four (4) to six (6) business days to process FCM bids and award monthly schedules. Schedules for a block month will be published no later than the 23rd of each month. The Company may extend the publishing date up to the 25th of a given month, with prior consultation with the Union.

11.2 Credit Protection

- 11.2.1 A FCMs published block will not be adjusted for the purposes of credit balancing.
 - a) If a FCM accepts a pairing on a GDO or goes unforeseen to extend a duty day beyond 14/15 hours or Management Displacement and this results in an awarded pairing being removed, he will not lose the credit for the removed pairing. If the FCM is reassigned during the period of the removed pairing, he will receive the greater of the original removed pairing credit or the actual pairing credit worked.

11.3 Scheduling Committee

- 11.3.1 The Union Flight Crew Scheduling Chairman, or his representative, will meet with the Company prior to issuing the bid for the purpose of advising on pairing construction and consulting with regards to scheduling issues and problems as they arise. The Scheduling Committee Chairman will receive a total of two (2) PMTG days, paid by the Union Time Bank, per month to conduct the aforementioned functions.
- 11.3.2 Pairing changes made during the bid process shall be published to all FCMs. A message will appear on their crew web based system. A copy of the pairing changes shall also be forwarded to the Flight Crew Scheduling Chairman at the earliest possible time.
- 11.3.3 Block Appeal Process
 - a) The block appeal process will take place after the awards are published. Appeals must be submitted within forty eight (48) hours from the time and date awards are published.
 - b) The Flight Crew Scheduling Chairman will work with Crew Planning on the appeals. The Flight Crew Scheduling Chairman will respond to each FCM who has an appeal.

11.4 Report Time

- 11.4.1 Minimum report time prior to departure is as follows:
 - a) One hour and thirty minutes (1:30) at Sunwing bases with an off airport check in location;
 - b) One hour (1:00) at Sunwing bases with an on airport check in location,
 - c) One hour (1:00) at all layover stations,
 - d) Fifteen (00:15) minutes for ground transportation,
 - e) One hour (1:00) at International Deployed bases with an on airport check in location,
 - f) Two hours (2:00) for trans-border deadheads other than on Sunwing aircraft.

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11.5 Minimum Rest Period

- 11.5.1 The minimum rest periods will be:
Eleven hours and fifteen minutes (11:15) from Check Out to Check In.
- 11.5.2 Regardless of the above, the Company shall provide a period of time in which a FCM is free from all duty, and is provided with an opportunity to obtain not less than eight uninterrupted consecutive hours of sleep in suitable accommodation, plus travel time to and from the rest facility, and time for personal hygiene and meals. The allotted time shall not be less than ten hours (10:00) from the time the entire crew is checked into the hotel with room key in hand until the pickup time at the hotel provided that the crew goes directly to the hotel from the airport and checks in immediately.
- 11.5.3 It is the FCM's responsibility to check-out with crew scheduling after completion of a flight that terminates at the FCM's Base.
- 11.5.4 The FCM's minimum Rest Period at home base may be voluntarily reduced by the FCM to a maximum of forty-five (00:45) minutes due to an operational delay provided the FCM has the opportunity to obtain not less than eight (8) consecutive hours of prone rest.
- 11.5.5 In order for the rest period to be reduced, the FCM may advise Crew Scheduling via email in advance of the duty affecting his Rest Period. Rest may also be waived on check out if the flight has not already been staffed.
- 11.5.6 It is the FCM's responsibility to consider the operational and safety aspects of reducing the crew rest period.
- 11.5.7 If the Company requests FCM to reduce Minimum Rest Period, the FCM is under no obligation to do so. A hotel room may be provided if requested by the FCM.

11.6 Notification of Unexpected Delay

- 11.6.1 In the case of a delay that becomes known before Report Time, the Company will telephone the contact number(s) provided by the FCM as they appear in crew scheduling software. FCMs are responsible for ensuring the contact number(s) listed in crew scheduling software is current and accurate.
- 11.6.2 When the Crew Scheduler contacts the FCM at his contact number, he will re-set the Report Time due to the delay. This call should be made by Crew Scheduling a minimum of one hour and fifteen minutes (1:15) prior to the originally scheduled Report Time. If the call is made within one hour and fifteen minutes (1:15) of the scheduled Report Time and the FCM has left his rest facility, his Duty Day will start at the originally scheduled Report Time.
- 11.6.3 If a FCM is leaving his rest facility prior to one hour and fifteen minutes (1:15) prior to Report Time, he may call Crew Scheduling to inquire about the status of the flight. If the FCM leaves his rest facility prior to one hour and fifteen minutes (1:15) without making contact with Crew Scheduling regarding flight status, the FCM's Report Time will begin at the re-set Report Time.
- 11.6.4 Contacting a FCM within these times constraints will not be considered a disruption to crew rest.
- 11.6.5 Where a FCM is notified of a delay in reporting time prior to leaving the rest facility and the delay is in excess of 3 hours, the FCM's flight duty time is considered to have started 3 hours after the original reporting time.

11.7 Delayed Reporting Time– Away from Base

- 11.7.1 If the delay becomes known during the rest period, Crew Scheduling shall first contact the Captain to inform him of any delay that is deemed by the Company to have an effect on the Duty Period. Crew Scheduling shall then contact the remaining FCMs to inform them of the delay.

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- 11.7.2 Crew Scheduling shall contact the Captain to inform him of any delay no earlier than 1 hour and 15 minutes (01:15) prior and no later than 1 hour (01:00) prior to scheduled report time. Such contact shall be by direct phone call.
- 11.7.3 Contacting a FCM within these time constraints will not be considered a disruption to crew rest.
- 11.7.4 If a FCM is leaving his rest facility between 1 hour and 15 minutes (01:15) and 1 hour (01:00) prior to scheduled Report Time, he may call Crew Scheduling to inquire about the status of the flight. If the FCM leaves his rest facility between 1 hour and 15 minutes (01:15) and 1 hour (01:00) prior to scheduled Report Time without making contact with Crew Scheduling regarding flight status, the FCM's Report Time will begin at the re-set Report Time.

11.8 Booking Off & On

- 11.8.1 When a FCM is booking off, he will call Crew Scheduling with as much notice as possible. The FCM will remain on book off status until he calls Crew Scheduling to book back on. To book on for the next scheduled pairing, a FCM must call Crew Scheduling a minimum of 14:00 hours prior to the report time of their next assigned duty.

11.9 Unassigned Flying

- 11.9.1 Unassigned Flying shall be awarded in the following order:

- a) Sunwing FCMs on Grey days,
- b) Sunwing FCMs and Foreign FCMs on Reserve in accordance with Article 11.10,
- c) Sunwing FCMs on GDOs,
- d) Sunwing FCMs on Vacation Day,
- e) Management FCMs,
- f) Foreign FCMs not on Reserve.

NOTE 1: a) and b) above may be altered in the order of call out at the discretion of the Crew Scheduler.

NOTE 2: e) and f) above may be altered in the order of callout at the discretion of the Crew Scheduler.

NOTE 3: b) may be withheld from assignment during the callout process and kept available for last minute requirements at the discretion of the Crew Scheduler.

NOTE 4: Notwithstanding 11.9.1 b., in the event that coverage for unassigned flying is required, crew scheduling shall offer or assign as appropriate all eligible Sunwing FCMs at a specific base the opportunity to accept the unassigned flight pairing prior to assigning such flight or flight pairing to foreign pilots.

NOTE 5: Notwithstanding NOTE 4; it is understood that any vacant First Officer position will be offered to available Sunwing First Officers prior to the position being offered to a Sunwing Captain.

NOTE 6: The Company will provide a detailed report of GDO assignment when requested by the Union.

NOTE 7: When applying 11.9.1 b., foreign pilots are considered junior to all Sunwing FCMs.

- 11.9.2 Assignment on grey days (step (a) above) will be assigned to the Sunwing FCM with the least amount of projected credit hours for the Block Month under MMG at the time of the assignment. Once this option is exhausted, assignment on grey days will be assigned to the Sunwing Crew Member in reverse order of status seniority who is forecast to exceed MMG for the Block Month at the time of assignment.

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- 11.9.3 After Sunwing FCMs at step (a) and (b) above have been assigned, all unassigned flying at step (c) and (d) above shall be offered to the most senior Sunwing FCMs in order of status seniority and subject to block disruption. Block disruption means an assignment that, if awarded, would impact a previously awarded or scheduled pairing or assignment.
- 11.9.4 The scheduling Chair may meet monthly with the Manager, Planning and/or Manager, Crew Scheduling to review GDO assignments.
- 11.9.5 If after following this article the crew scheduler is unable to crew a flight/pairing from a specific base the scheduler shall move to another base and return to the beginning of article when attempting to crew a flight/pairing.

11.10 Reserve

- 11.10.1 A reserve period shall be a maximum of eight (8) hours in duration.
- 11.10.2 A reserve FCM will be considered on call at all times during his reserve period. Two hours is the minimum advance notice to report for duty. Crew Scheduling will make every effort to contact and assign duty to a FCM on reserve as far in advance as possible and the FCM will make every effort to report for duty in less than two hours if required.
- 11.10.3 If a FCM is required for duty within the last two (2) hours of the designated reserve period, Crew Scheduling may assign the duty as long as the report time was originally scheduled to begin during the reserve period. In this case the duty will begin at the originally scheduled report time and the FCM will make every effort to report for duty in less than two hours as required.
- 11.10.4 When a reserve FCM is assigned duty, his duty period will begin during the reserve period.
- 11.10.5 A FCM on reserve will provide Crew Scheduling with a telephone number at which he may be reached at all times. He may also indicate a temporary alternate number, where he may be reached. This number may be changed as he goes from one location to another. A FCM will remove this temporary alternate number once it is no longer valid.
- 11.10.6 It is the FCM's responsibility to return Crew Scheduling telephone calls as promptly as possible. Any FCM, who could not be reached at his designated telephone number after two (2) calls from Crew Scheduling, no less than fifteen (15) minutes apart, will have 15 minutes after the second attempt to respond. Without the response the FCM will be considered unavailable for duty. The Chief Pilot or his designate shall be notified. After the second attempt, Crew Scheduling will attempt to make contact with an alternate reserve FCM.
- 11.10.7 Should there be a requirement to assign reserve, crew scheduling shall contact affected FCMs by seniority that require a reserve period to offer available dates.
- 11.10.8 FCMs on reserve will be contacted for a flight assignment in order of seniority, subject to block disruption. If two FCMs are on the same reserve the senior member will be contacted first with the option to pass to the more junior member.

11.11 Reassignment

- 11.11.1 A FCM shall be subject to reassignment in the event of schedule changes, scheduling violations, government regulations, or displacements. When a FCM pairing is removed or reduced, Crew Scheduling will:
- a) Reassign the FCM to another flight(s), or
 - b) Place the FCM on Reserve, or
 - c) Release the FCM to a grey day.

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11.11.2 If a FCM is at or above MMG and does not want to be reassigned, he may request to be released, however in doing so, he will forfeit any credit protection (Article 11.2).

11.11.3 If the originally scheduled pairing is a multi-day pairing, the FCM may be subject to reassignment for each day of scheduled duty.

11.12 Mutual Switches/Giveaways

11.12.1 FCMs may trade pairings, including reserve/standby, GDO's and Vacation with other FCMs holding the same status and base.

11.12.2 Trades shall be made with at least forty-eight (48) hours' notice to Crew Scheduling. If deadheading on another carrier is involved, then seventy-two (72) hours' notice is required. Under exceptional circumstances (e.g. family emergency, etc.) an exchange may be approved without the above advance notice.

11.12.3 Trade and giveaway requests will be approved provided all aspects of this Collective Agreement and the CARs are met along with the following:

- Both FCMs do not fall below their MMG.
- There is no extra cost to the Company including overtime.

11.12.4 It is the responsibility of each FCM involved in a switch to contact Crew Scheduling to determine if the switch has been approved.

11.12.5 Once a switch is approved, it forms part of each FCM's block.

11.13 Guaranteed Days Off (GDOs)

11.13.1 A FCM will receive a minimum of eleven (11) GDOs in each month at his Home Base.

11.13.2 A FCM not awarded the full complement of eleven (11) GDOs on his published schedule, must inform Crew Scheduling as soon as possible to advise them of this discrepancy. If Crew Scheduling is unable to assign eleven (11) GDOs in any given month, the FCM shall receive four (4) credit hours at two times his rate of pay for each GDO not awarded. Such credit hours are not counted in hours worked when calculating overtime hours.

If a FCM is awarded a GDO and is not at his Home Base due to a scheduling change and not scheduled for duty on the GDO, he will receive four (4) credit hours at double time for the GDO. Such credit hours are not counted in hours worked when calculating overtime hours.

11.13.3 If a FCM operates into a GDO, the FCM shall be paid at two (2) times their regular hourly rate for time worked into the GDO.

11.13.4 If a FCM operates for a period of time exceeding two (2) hours into his GDO, the FCM shall be paid a minimum of four (4) hours or the actual duty time operated on the GDO, whichever is greater at two (2) times their regular hourly rate.

11.13.5 FCMs may be requested to work on a GDO, but are not obligated to do so.

11.13.6 If the Duty Period prior to a GDO ends after 0000 local time on the calendar day of the GDO and the day after the GDO includes a Duty Period, the Duty Period will not start prior to 1200 local time on the day after the GDO. During the block month, a FCM may waive this restriction at his discretion.

11.13.7 A FCM who fails to demonstrate the required proficiency on a recommendation for a PPC, PPC, Training in Lieu (LOFT), Line Indoctrination or Line Check and are rescheduled on a GDO will be paid at their regular hourly rate.

11.14 Work on a GDO

11.14.1 If a FCM is called to work on a GDO during the initial line indoctrination, the GDO will be replaced.

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11.15 Golden GDOs

- 11.15.1 Once each calendar year, each FCM may reserve up to four (4) consecutive GDOs for specific dates. These four (4) days can only be split once. These will be considered his Golden GDOs.
- 11.15.2 A FCM is entitled to receive four (4) Golden GDOs per calendar year. Golden GDOs are not in addition to the GDO allotment as per article 11.13.
- 11.15.3 Golden GDO entitlements can only be requested twice (2) in a calendar year.
- 11.15.4 The FCM shall forward his request by e-mail to Crew Planning no later than thirty (30) days prior to the block month, when he wishes to reserve Golden GDOs. The FCM can only present one request at a time.
- 11.15.5 Where two FCM's request Golden GDOs on the same dates, they shall be allocated on a first-come, first served basis, regardless of seniority. The Company reserves the right to limit the number of FCMs free of duty on any given day.
- 11.15.6 No Golden GDOs may be allocated between December 15th of one year to January 15th of the following year.
- 11.15.7 FCMs who have been granted Golden GDOs may not subsequently change their request.
- 11.15.8 If a FCM does not take advantage of the provisions of Article 11.15 in any given year, the unused Golden GDOs cannot be carried over to the following year.

11.16 Reserve – Defined Rest Period

- 11.16.1 A defined rest period will be set prior to the start of a reserve period.
- 11.16.2 Each FCM will be provided with an opportunity to obtain at least 8 consecutive hours sleep in any 24 consecutive hours while on reserve by one of the following methods:
- a) the company shall provide the FCM with 24 hours' notice of the time of commencement and duration of the rest period. The designated rest period cannot shift more than 3 hours earlier or later than the preceding rest period, nor more than a total of 8 hours in any 7 consecutive days;
 - b) the FCM shall be given a minimum of 10 hours notice of the assignment and shall not be assigned any duty for these 10 hours; or
 - c) the Company shall not assign the FCM to flight duty time and shall not interrupt the FCM's rest period between 22:00 and 06:00 local time.
- 11.16.3 Where the Company is unable to provide a FCM with a rest period required by 11.16.2 and the FCM is notified to report for flight duty or the reporting time occurs between 22:00 and 06:00 local time:
- a) the maximum flight duty time shall be 10 consecutive hours; and
 - b) the subsequent minimum rest period shall be increased by at least one-half the length of the preceding flight duty time.

11.17 Planned Duty Period

- 11.17.1 At no time will a planned duty period exceed seventeen (17) hours. This shall include all deadheads before and after a pairing.
- 11.17.2 Should a Duty Period which includes deadheading or positioning after the final operating sector be anticipated to be greater than seventeen (17) hours due to unforeseen circumstances or schedule changes, then the FCM will have the option of being removed from that deadheading portion at the end of the pairing that will result in a Duty Day in excess of seventeen (17) hours. In order to exercise this option, the FCM must notify Crew Scheduling at check-in time or when the delay becomes known, but in no case later than the beginning of the deadheading portion of the pairing. Notification to OCC and Crew Scheduling is required to ensure that they can make the appropriate arrangements for customs clearance at the intermediate stop and alternate accommodation and flight bookings, as required.

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11.17.3 Nothing in this section limits the ability of the Pilot in Command to exercise discretion to extend maximum Flight Duty Time by up to three (3) hours for unforeseen operational circumstances, consistent with Company policies.

11.18 Augment Pilot (Flying)

11.18.1 Two Captains and one First Officer will be assigned to all augmented flights.

11.18.2 In situations when First Class or Club type seats are available, such seat will be provided for the augmenting crew. When such seats are not available but three seats are, every effort will be made for a full row of three seats to be reserved in the aircraft for a FCM. The FCM must present themselves in a professional manner while occupying the row of seats.

11.18.3 Augment pilots may be used to plan a duty period of up to fifteen (15) hours.

11.19 Pairing Construction

11.19.1 The Company shall build pairings (with exception of article 10.1.5 and 10.1.6) that are no greater than seven (7) calendar days.

11.19.2 The maximum number of days in a row that a FCM may be assigned duty shall be no greater than ten (10) after which at least two (2) days will be free from duty.

11.19.3 Pairings that are different in structure (i.e. day's times destinations differ) will not have the same pairing number.

11.19.4 The Crew Planning Department shall indicate on the list of pairings, for each base and position, the maximum and minimum flight time credits (FTC) which will be used when constructing flight blocks. The Crew Planning department will include the following information at the time the monthly pairings are published:

- 1) Bid window,
- 2) Training pairings,
- 3) Line Checks,
- 4) Pre-assignments,
- 5) Management Flying,
- 6) Vacation.

11.19.5 Training Pairing

Initial type course for FCMs transferring from one aircraft type to another may require a FCM to have less awarded GDO's in the month of training than stipulated in Article 11.13. The GDO shortfall shall be re-allocated in the three (3) months following initial training. The Company shall have the right to require the FCM to be away from their base in excess of the amount stated in Article 11.19 for his initial training. In no case will the FCM be away from their Home Base for more than two (2) months without prior approval of the Union. Vacation may be required to be deferred in the event a FCM is awarded a new aircraft type for the purposes of training.

11.19.6 Reserve

FCMs will be planned for a maximum of five (5) consecutive reserve duties, but not less than two (2) consecutive reserve duties.

11.20 Deadheading

11.20.1 A FCM shall not be planned to deadhead in the flight deck; however, they may be required to do so in unusual circumstances. Where there are repeated requirements for deadheading on the flight deck, the Company and the Union will discuss it with a view to minimizing such future requirements.

11.20.2 If positioning on a carrier that permits pre-booking of seats and the flight time is greater than two (2) hours per sector, the Company shall book window or aisle seats.

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11.20.3 Sunwing will provide all FCMs with suitable transportation to and from a rest facility, in a timely manner.

Example: Crew arrives curbside for pickup and the transportation is more than twenty (20) minutes arriving, Crew Scheduling will be notified and immediate alternate transportation will be arranged either by the Captain or Crew Scheduling and will be paid for by the Company or the hotel upon authorization from the Duty Manager.

11.21 Transportation By Air

11.21.1 When deadheading via commercial means, the Company will use their best efforts to book FCMs on flights not to exceed more than one stop.

11.21.2 When Deadheading on Sunwing Operated Aircraft:

- a) A FCM deadheading in the passenger cabin of a Sunwing Aircraft will be restricted to reclining seats.
- b) When seats are available, FCMs may be assigned a full row of seats. The FCM must present themselves in a professional manner while occupying the row of seats.

11.22 Deadhead by Ground Transportation

11.22.1 When deadheading using ground transportation, the Company will provide safe, comfortable transportation in a vehicle that is suitable for the length of the trip, road conditions and the number of people being transported.

11.22.2 Transportation by Bus or Van

The minimum requirements of any bus or van transportation is;

- a) Reclining seats with headrest (trips over one (1) hour),
- b) Functioning air conditioning,
- c) D/H duration will not be planned more than Four (4) Hours.

NOTE: Deadheading duration by bus may be extended beyond four (4) hours with consultation with the Union if there are no other reasonable means of transportation available.

11.22.3 Transportation by Train

When deadheading by train, the following provisions shall be met;

- a) D/H duration will not be planned for more than Four (4) Hours.
- b) Functioning air conditioning.

NOTE: Deadheading duration by train may be extended beyond four (4) hours with consultation with the Union if there are no other reasonable means of transportation available.

11.22.4 Transportation by Car/Taxi

When deadheading by car, the following provisions shall be met;

- a) 3 FCMs maximum,
- b) Functioning Air Conditioning,
- c) D/H duration will not be planned for more than Four (4) Hours.

NOTE: Deadheading duration by Car/Taxi may be extended beyond four (4) hours with consultation with the Union if there are no other reasonable means of transportation available.

11.22.5 If the ground transport time to and from the hotel is planned to exceed one (1) hour, such ground transport shall be considered DH time and credit will be applied accordingly.

11.23 Management Pilot and Management FCM Flying

- 11.23.1 In recognition of the importance and time involved in their primary management duties and for planning pilot staffing requirements, the total flying time to be operated by each Management Pilot or Management FCM should not be planned to exceed fifty (50) hard hours per month. Additionally, the accrued flight time total of all Management Pilots or Management FCMs shall not exceed one thousand (1,000) hours per year. If the Company introduces a new type, these hourly restrictions will not apply for the first six (6) months of the operation of the new type.
- 11.23.2 Should the Company desire Management Pilots or Management FCMs to operate Company aircraft in excess of one thousand (1,000) accrued hours per year, such flying shall be by displacement only, except for hours flown under Article 11.9.1.e which shall not count towards the annual maximum.
- 11.23.3 Management recognizes the value of having Management Pilots and Management FCMs operate a variety of flights that represent the types of flying operated by our FCMs (e.g. red eyes, double stops, augments etc.) Management Pilots and Management FCMs will operate all of the various flight types during each calendar year.
- 11.23.4 The Company will submit a monthly report to the Union detailing all Management FCM flight hours.

11.24 Overtime Limitations

- 11.24.1 The Company shall not schedule blocks that are on average more than three (3) hours over MMG in any block month while any FCMs are on furlough.

11.25 Schedule Monitoring

- 11.25.1 For the purposes of schedule monitoring, the Scheduling Chair shall meet with the Company at the end of each month to review any concerns.

11.26 Fatigue

- 11.26.1 The Company and the Union are committed to provide a safe operation, healthy work environment and minimize risks associated with fatigue.
- 11.26.2 It is acknowledged that occasions occur where it can reasonably be understood that pilots will have to deal with the issue of fatigue. Fatigue must be responsibly addressed by all parties and requires pilot commitment to reasonable personal scheduling and the Company's commitment to provide relief from duty when required.
- 11.26.3 All FCMs operating Company Aircraft, including Management Pilots, have a responsibility to effectively manage fatigue both in their personal time and while on duty.
- 11.26.4 The prime objective of a flight time limitation scheme is to ensure that FCMs are adequately rested at the beginning of each flight duty period, and whilst flying, managing fatigue so that they can operate to a satisfactory level of efficiency and safety in all normal and abnormal situations.
- 11.26.5 All FCMs operating an aircraft for the Company shall not fly, and the Company shall not require him to fly, if either has reason to believe that he is suffering, or is likely to suffer while flying, from such fatigue as may endanger the safety of the aircraft or of its occupants.
- 11.26.6 The Company appreciates the relationship between the frequency and pattern of scheduled flying duty periods and rest periods and time off, and gives due consideration to the cumulative effects of working long hours interspersed with minimum rest.
- 11.26.7 Factors to be considered when planning duty periods shall include but will not be limited to:
- a) the allocation of work patterns which avoid such undesirable practices as alternating day/night duties,

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- b) the positioning of crew so that a serious disruption of established sleep work patterns occur or scheduling rest periods of between 18 and 30 hours especially after long flight duty periods and/or the crossing of many time zones.

Additional factors for consideration are:

- Departure/arrival times
- Number of landings
- Time on duty
- Window of Circadian Low (WOCL)
- Deadheading - Prior to/after duty period
- Airport and/or Hotel Location
- Crew Base Time Zone (Acclimatization considerations)
- Nutritional requirements

11.26.8 Planned schedules must allow for flights to be completed within the maximum permitted flying duty period. The Company, when assessing the planning of a schedule will take into account the time allowed for pre-flight duties, taxiing, the flight and turnaround times. However, it is recognized that on occasion a planned flight will experience unforeseen delays. Under these conditions, the Pilot in Command may, with consultation with OCC and all Flight and Cabin Crew Members under his management, and within prescribed conditions, extend a Flight Duty Period. In all cases, the Pilot in Command has ultimate authority to decide whether a flight duty will be extended.

11.26.9 If conditions in Article 11.26.5 are deemed to be occurring, the FCM must advise OCC and he will be removed from Duty.

11.26.10 The FCM will be considered removed from Duty until he notifies Crew Scheduling that he is no longer fatigued.

11.26.11 The Company will utilize a fatigue monitoring program during the development of monthly schedules and schedule within the limitations set by the Company in consultation with the Union.

11.26.12 The Company shall set basic scheduling concepts in consultation with the Scheduling Chairperson which will ensure adequate rest prior to flight. Commercial requirements will be taken into consideration when scheduling concepts are established.

11.26.13 The Company will establish program parameters in consultation with the Scheduling Chairperson for the use of a fatigue monitoring program. These parameters will be published to the FCMs.

11.26.14 The Company will make reasonable efforts to schedule duty periods for the FCM, such that their duty period would be in phase to the time zone they originated from.

Example 1: A Vancouver or Calgary based pilot should not be assigned to simulator in Montreal earlier than 10:00 EST.

Example 2: FCM is deployed to Europe for a short term deployment and is required to work unacclimatized, he will be scheduled only for an afternoon flight.

11.27 Fatigued

11.27.1 A FCM, reporting fatigue after completing a pairing, will be provided at the request of the FCM and at the expense of the Company:

- a) A hotel room, including transportation or;
- b) A round trip taxi to his rest facility, limited to the maximum expense of a hotel accommodation and;
- c) Per Diem will not be paid.

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- 11.27.2 Crew Planning, Chief Pilot and the Scheduling Chair or his delegate will review all pairings prior to publishing the pairings for the purposes of bidding. If a pairing is deemed to be overly fatiguing based on the parameters as set within a fatigue monitoring program, it will be adjusted prior to publishing.
- 11.27.3 When a FCM operates a pairing that he considers to have been fatiguing, he will file a report through the SMS System. The process for the filing of a report can be found in the Sunwing SMS Manual.

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12. CREDIT SYSTEM

12.1 General

- 12.1.1 It is understood and agreed that the compensation determined through the flight credit system, provides for wages on a basis other than time worked. The compensation determined by the credit system is pay for all work performed by the FCM associated with their duties.
- 12.1.2 It is understood and agreed that there will be no changes to the manner upon which the credit system is applied and the manner for which the compensation is calculated during the term of the agreement.

12.2 Flight Credits

12.2.1 A FCM shall receive credit per duty period equal to the greater of the following:

- 1) The scheduled Block Time, or
- 2) The actual Block Time, or
- 3) Four hours.

With a Minimum Pairing Guarantee of one hour for each six hours away from base.

Examples:

A Toronto based pilot is scheduled to fly to Montreal on the 1st January and return on the 5th January (5 days). All numbers below are number of hours.

	1 st	2 nd	3 rd	4 th	5 th
i. The scheduled block time per day is:	1.5	7.0	0.0	7.0	8.5
ii. His actual block time per day is:	1.7	8.0	0.0	6.5	8.5
iii. Four Hours:	4.0	4.0	0.0	4.0	4.0

He is actually away from his Toronto base for: 14, 24, 24, 24, 22 total 108/6 = 18.0

The greater of i, ii, iii per duty period is: 4.0, 8.0, 0.0, 7.0, 8.5 = 27.5 credit hours.

The FCM would receive the greater of 27.5 and 18.0, so he would receive 27.5 credit hours.

NOTE: Credit calculation commences at the scheduled departure time and terminates at the scheduled return time. The trip guarantee of one in six is not linked to the calendar day, but to the scheduled departure time.

- 12.2.2 If, because of unforeseen operational circumstances the duration of the duty period exceeds 14 hours (15 hours augmented) the FCM is entitled to the following premiums. This premium only applies to flight duty periods where the FCM is operating the flight when the duty period exceeds 14/15 hours. This premium does not apply to duty periods that end with a deadhead.

Rates

<u>Regular Flight</u>	<u>Augmented Flight</u>
Flight Duty Time Premiums (gross)	Flight Duty Time Premiums (gross)
Exceeds 14 hours \$100.00	Exceeds 15 hours \$100.00
Exceeds 15 hours \$200.00	Exceeds 16 hours \$200.00
Exceeds 16 hours \$700.00	Exceeds 17 hours \$700.00

12.3 Deadhead Credits (Duty Period)

12.3.1 Deadheading Credits

- 1) Duty Period consisting only of Deadheading

A FCM who serves a Duty Period consisting only of deadheading will receive the greater of:

- a) Half of the deadheading period calculated from actual departure time to gate arrival; or
- b) Minimum Duty Period Guarantee of four (4) hours; or
- c) One half of the actual Duty Period.

12.3.2 Duty Period consisting of Deadheading and Operating a Flight

- 1) A FCM who serves a Duty Period consisting of deadheading and operating a flight will receive the greater of:
 - a) Half of the deadheading period calculated from actual departure time to gate arrival plus all flight credits operated in the Duty Period;
 - b) Minimum Duty Period Guarantee of four (4) hours; or
 - c) One half of the actual Duty Period;
 - d) For duty days greater than twelve (12) hours duty period, calculation shall be Block Time plus half of the remaining duty period.

12.4 Reserve Duty Credit

- 12.4.1 FCMs on individual reserve days shall receive a credit of four (4) hours for each period of reserve duty, or actual flight credit, whichever is greater.

12.5 Other Credits

- 12.5.1 Four (4) hours will be awarded per day for classroom training (including EPT and SIM), vacation and statutory holidays and office duties.

12.5.2 Layover

- 1) Layovers exceeding 33 hours – One (1) in six (6) hours credit for entire layover period.

This payment is in place of, not in addition, to the trip guarantee.

NOTE: Credits do not apply to new hires during their initial training.

- 12.5.3 A FCM who is requested to meet with the Company as a result of an investigation or disciplinary procedure shall not be paid for the meeting. However if the FCM is removed from a flight of pairing for the purpose of said meeting, he shall be paid for the loss of credit associated with the flight or pairing.

- 12.5.4 If passengers remain onboard the aircraft during a double stop, the FCM will receive an additional one (1) hour credit.

12.6 Month of Credit

- 12.6.1 When a duty period starts in one month and ends in another (local time), it shall be credited to the month in which it started.

12.7 Sched or better – Day of Operations

- 1) When a FCM reports for duty and the Duty Period is canceled or the flight returns to the gate without becoming airborne, the FCM shall receive four (4) hours credit for the canceled Duty Period.

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- 2) When a FCM reports for duty and the duty period is altered prior to departure, the FCM shall receive credit for the greater of the actual flight time of the altered flight, the scheduled flight time of the altered flight, or four (4) hours.
- 3) When a FCM reports for duty and the duty period is altered after the aircraft becomes airborne, the FCM shall receive credit for the greater of the credit for the originally scheduled flight time of the intended duty period, the actual flight time, or four (4) hours.
- 4) When a FCM reports for duty at the beginning or during a multi-day pairing, only the duty period for which the FCM has reported will be protected as indicated above. The remaining days within the pairing may become re-assignable if applicable.
- 5) When deadhead credits are included in a duty period, such deadhead credits shall also be protected. If any deadhead time is greater than the scheduled time, the FCM is responsible for reporting this to Crew Scheduling. Such reporting must occur forthwith to ensure legal crew rest and credit adjustment.

12.8 Online Training/Distance Learning

- 12.8.1 Time allocated to complete Online Training/Distance Learning will be determined by the Flight Operations Training Department.
- 12.8.2 Online Training/Distance Learning will be credited at .5 credit hours for each hour allocated to an assignment. The minimum credit outlined in 12.5.1 shall not apply to Online Training/Distance Learning.

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13. RATES OF PAY

13.1 Newly Hired FCMs

- 13.1.1 Newly hired FCMs, for the purposes of seniority, vacation and salary, will be deemed hired on the first day they successfully complete the PPC. The waiting period for Benefits will begin the day the FCM enters the training program.
- 13.1.2 Newly hired FCMs will be required to sign a training bond.

13.2 Upgrades

- 13.2.1 Captain's pay shall commence at the later of the following two dates;
 - a) The date a position becomes available as stated in the upgrade bid;
 - b) The date of the successful completion of the line check.
- 13.2.2 Subsequently for pay purposes, the anniversary date will be the later of the following two dates:
 - a) the day after completion of the FCMs Initial Captains PPC;
 - b) the date the position becomes available taking into consideration time accrued operating as a Captain.
- 13.2.3 First Officers with at least twenty-four (24) months of accrued service that are upgraded will start their Captain's salary at year two (2).
- 13.2.4 Time accrued operating as a Captain will be used to establish years of service on the Captains Hourly Pay Scale when a Captain is downgraded and then later upgraded

13.3 Pay Periods

- 13.3.1 Any alteration in pay periods will only occur with the agreement of the Union.

13.4 Minimum Monthly Guarantee

- 13.4.1 The following table shows the minimum number of credit hours that a FCM will be guaranteed for each month.

January	90	July	80
February	90	August	80
March	90	September	80
April	85	October	80
May	80	November	80
June	80	December	85

13.5 Minimum Annual Guarantee

- 13.5.1 FCMs will be guaranteed a minimum of one thousand (1,000) credit hours per year, prorated daily for a partial year.
- 13.5.2 A FCMs minimum pay will be calculated as follows:
 - 80 hours/month guarantee * 12 months / 365 days in a year * 14 days in a pay period = 36.822 credits.
- 13.5.3 During a month where the Minimum Monthly Guarantee is greater than eighty (80) credit hours, the difference will be applied in the excess pay for the month. For example, ten (10) hours will be added to January's excess pay, which is paid in February.

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13.5.4 Credit count applicable to Article 13.4.1 will not include credit for work on a GDO or Vacation Day.

13.6 Overtime

13.6.1 For any credit hours worked between the minimum monthly guarantee and ninety (90) credit hours per month, FCMs will be paid at their regular hourly rate. For any credit hours worked between ninety (90) and one hundred (100) hours per month, FCMs will be paid at one and a half times (1.5) their regular rate. For any credit hours worked over one hundred (100) hours per month, FCMs will be paid at two (2) times their regular hourly rate.

13.6.2 Overtime rates are not cumulative to any rates paid for work on a GDO or Vacation Day.

13.7 GDOs

13.7.1 FCMs performing any duty on a GDO will be paid at two (2) times their regular hourly rate. Hours worked on a GDO will always count as credit in addition to the Minimum Monthly Guarantee, but are not counted in hours worked when calculating overtime hours. The GDO will not be replaced.

13.7.2 Article 13.7 does not apply to:

- 1) Mutual switches.
- 2) The initial line indoctrination period for newly hired FCMs.
- 3) FCMs called to work on a GDO due to a training failure.

13.8 Vacation

13.8.1 FCMs called for duty on a Vacation Day, which includes a day off awarded for a Statutory Holiday, will be paid at two (2) times their regular hourly rate. Hours worked on a Vacation Day will always count as credit hours in addition to the Minimum Monthly Guarantee, but are not counted in hours worked when calculating overtime hours. In addition, an additional Vacation Day will be placed in the same block month or the following block month.

13.8.2 This policy does not apply to mutual switches.

13.9 Open Flying

13.9.1 Any and all Open Flying awarded to a FCM will be paid at the appropriate rate of pay as per article 13.6, 13.7 and 13.8 as applicable.

13.10 Pay Adjustments

13.10.1 If an adjustment, in the form of an overpayment, is required to be made to a FCMs paycheck, the FCM will receive written notice of the amount of the deduction to be made at least one pay period in advance (minimum of two (2) weeks' notice) of the deduction taking place. This notice will include an explanation regarding when the over-payment was made and how the amount of the deduction was calculated. Overpayment deductions cannot exceed four hundred dollars (\$400) during any single pay period. The overpayment deduction provision does not apply if the overpayment is a singular event and the FCM is notified of the overpayment within three business days. In this case, the Company can immediately deduct the entire amount of the overpayment. The Company will make every effort to contact the FCM through phone and email contact information available in Crew Scheduling and will leave voice messages and email messages prior to deducting the entire amount of an overpayment.

13.10.2 Upon recognition of an underpayment of more than one hundred dollars (\$100), the FCM will be reimbursed the full amount within five (5) business days. Where possible, the Company will reimburse within two (2) business days. Underpayments of less than one hundred dollars (\$100) will be reimbursed on the next regularly scheduled pay deposit.

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13.11 Captain Flying as a First Officer

13.11.1 When a Captain is assigned, at the request of the Company to serve as a First Officer on any flight, while his permanent Captain assignment is still current, he will continue to receive pay at his Captains rate.

13.12 Rates of Pay

13.12.1 Hourly Pay Scales.

13.12.2 First Officers with at least 24 months of accrued service that are upgraded will start their Captain's salary at year 2 and will remain at that pay rate for a two year period.

13.12.3 Captains:

New Direct Entry Captains will commence at the first year pay of the respective year they are hired under this Collective Agreement.

Captain Hourly					
Year	Dec 1, 2015	Dec 1, 2016	Dec 1, 2017	Dec 1, 2018	Dec 1, 2019
1	\$100.53	\$102.04	\$103.57	\$105.64	\$107.76
2	\$115.99	\$117.73	\$119.50	\$121.89	\$124.33
3	\$127.60	\$129.52	\$131.46	\$134.09	\$136.77
4	\$139.19	\$141.28	\$143.40	\$146.27	\$149.19
5	\$144.99	\$147.17	\$149.38	\$152.37	\$155.41
6	\$150.80	\$153.06	\$155.36	\$158.46	\$161.63
7	\$156.59	\$158.94	\$161.32	\$164.55	\$167.84
8	\$161.51	\$163.93	\$166.39	\$169.72	\$173.11
9	\$166.86	\$169.37	\$171.91	\$175.35	\$178.85
10	\$174.63	\$177.24	\$179.90	\$183.50	\$187.17
11	\$182.24	\$184.97	\$187.75	\$191.50	\$195.33
12+	\$189.29	\$192.14	\$195.02	\$198.92	\$202.90

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Captain Lump Sum					
	Dec 1, 2015	Dec 1, 2016	Dec 1, 2017	Dec 1, 2018	Dec 1, 2019
1		\$1,005.30	\$1,020.40		
2		\$1,159.90	\$1,177.30		
3		\$1,276.00	\$1,295.20		
4		\$1,391.90	\$1,412.80		
5		\$1,449.90	\$1,471.70		
6		\$1,508.00	\$1,530.60		
7		\$1,565.90	\$1,589.40		
8		\$1,615.10	\$1,639.30		
9		\$1,668.60	\$1,693.70		
10		\$1,746.30	\$1,772.40		
11		\$1,822.40	\$1,849.70		
12+		\$1,892.90	\$1,921.40		

13.12.4 First Officer:

FO Hourly					
Year	Dec 1, 2015	Dec 1, 2016	Dec 1, 2017	Dec 1, 2018	Dec 1, 2019
1	\$54.19	\$55.00	\$55.83	\$56.94	\$58.08
2	\$67.58	\$68.59	\$69.62	\$71.01	\$72.43
3	\$74.33	\$75.44	\$76.58	\$78.11	\$79.67
4	\$81.09	\$82.31	\$83.54	\$85.21	\$86.92
5	\$84.47	\$85.73	\$87.02	\$88.76	\$90.54
6	\$87.83	\$89.15	\$90.49	\$92.30	\$94.15
7	\$89.60	\$90.94	\$92.31	\$94.15	\$96.04
8	\$91.10	\$92.46	\$93.85	\$95.73	\$97.64
9	\$93.43	\$94.83	\$96.25	\$98.18	\$100.14
10	\$96.23	\$97.67	\$99.14	\$101.12	\$103.14
11					\$105.21

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FO Lump Sum					
	Dec 1, 2015	Dec 1, 2016	Dec 1, 2017	Dec 1, 2018	Dec 1, 2019
1		\$541.90	\$550.00		
2		\$675.80	\$685.90		
3		\$743.30	\$754.40		
4		\$810.90	\$823.10		
5		\$844.70	\$857.30		
6		\$878.30	\$891.50		
7		\$896.00	\$909.40		
8		\$911.00	\$924.60		
9		\$934.30	\$948.30		
10		\$962.30	\$976.70		

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14. COMPENSATION AND BENEFITS

14.1 Per Diem and Additional Expenses

14.1.1 A FCM will be paid Per Diem based on Government of Canada published allowances for Government employees travelling on business, as revised on April 1 and October 1 of each year.

Calculations of per diem pay is as follows:

- a) For a layover, per diem will be paid from chocks on until chocks off at layover station.
- b) For a deadhead only on other carriers, per diem will be paid from scheduled departure to scheduled arrival.
- c) For deadhead on another carrier followed by operating a Sunwing flight, per diem will be paid from chocks off on other carrier until chocks off on Sunwing.
- d) Continuous (Split) duty days - Per diem will be paid for full duty period.

14.1.2 Amounts will be converted into Canadian dollars based on the exchange rate applicable on the effective date of rate table (i.e. April 1 or October 1 exchange rate into Canadian dollars).

14.1.3 A FCM will be reimbursed for pre-authorized expenses incurred on a trip not covered by per diem. Reasonable proof of additional expenses shall be submitted for reimbursement.

14.1.4 A detailed summary of how credit hours, overtime and per diems were calculated will be provided (electronically or paper) to each FCM each month.

14.1.5 A FCM shall receive a per diem for incidentals when laying over at an all-inclusive hotel based on Government of Canada published incidental allowances for Government employees travelling on business, as revised on April 1 and October 1 of each year. The FCM will receive the full incidental per diem for each 24 hour period or part thereof.

14.2 Lost, stolen or damaged baggage

14.2.1 If a FCM loses a bag while travelling on Company business, he will be compensated up to a maximum of eight hundred (800) dollars per bag with reasonable proof of content. If the FCM loses a bag while travelling on a third party transportation provider, the transportation company will be responsible for compensating the FCM for the lost bag(s).

14.3 Group Insurance and Pension Benefits

14.3.1 Each FCM shall be covered by the Company's group benefits as provided to the Union during bargaining. These include and are not limited to, short and long term disability, provincial medical premiums at the FCM's province of residence, group insurance, extended medical, dental and Company pension. Any matter respecting participation in the plans and entitlement under the plans is not capable of being a difference between a member of the bargaining unit and the Company or a difference between the Parties and is, therefore, not subject to the grievance and arbitration procedure under this agreement. All matters respecting participation in the plans and entitlement under the plans are matters between the insured and the insurer and the Company's sole obligation is to pay the billed premiums.

14.3.2 FCMs are required to join the benefit plan as a condition of employment. Group Insurance and Benefit information booklets shall be provided to the FCMs.

14.3.3 After advising the Union of any proposed changes in advance and providing the Union an opportunity to provide input into the proposed changes, the Company has the right to amend the coverage and to change insurance carriers, provided that the premium share arrangements are not altered and that the coverage as a whole is not substantially reduced.

14.4 Compensation And Benefits

14.4.1 Company Retirement Saving Plan

A Company Retirement Savings Plan for FCMs will be made available after completion of one (1) year of employment, defined as twelve (12) continuous month's employment by the Company. Booklets with full details shall be provided to the FCMs.

FCMs may contribute any amount to the Company Retirement Savings Plan. The Company will continue to match these contributions as follows:

After one (1) year, the FCMs contribution shall be to a maximum of four percent (4%) of base salary matched by a maximum of two percent (2%) contribution by the Company. If the FCM chooses not to participate when first eligible, he may elect to become a member as of any future January 1.

After three (3) years of participation in the Company Retirement Savings Plan, the FCMs' contribution shall be to a maximum of four percent (4%) of base salary matched by a maximum of three percent (3%) contribution by the Company.

After four (4) years of participation in the Company Retirement Savings Plan, the FCMs' contribution shall be to a maximum of four percent (4%) of base salary matched by a maximum of four percent (4%) contribution by the Company.

After five (5) years of participation in the Company Retirement Savings Plan, the FCMs' contribution shall be to a maximum of five (5%) percent of base salary matched by a maximum of five percent (5%) contribution by the Company.

After six (6) years of participation in the Company Retirement Savings Plan, the FCMs' contribution shall be to a maximum of six (6%) percent of base salary matched by a maximum of six percent (6%) contribution by the Company.

For the purpose of determining the Company's matching contributions, the FCMs' continuous service will be determined as of each January 1 and July 1.

For example, if the FCM is hired on May 15, 2012, the Company's matching contribution level will increase from two percent (2%) to three percent (3%) on July 1, 2016.

Contributions will be made to the maximum permissible contribution under the Income Tax Act.

14.4.2 If the FCM leaves the Company for any reason before his retirement, the benefit payable from the Retirement Savings Plan will depend upon their length of membership in the Plan.

If the FCM has completed less than two (2) years of membership in the Plan when he leaves the Company, the member is entitled to receive his own contributions plus accumulated investment income.

If the FCM has completed at least two (2) years of membership in the Plan when he leaves the Company, the FCM is entitled to receive his contributions and one hundred percent (100%) the Company's contributions plus accumulated investment income.

The FCM may receive the amount payable in a lump sum cash payment, less withholding tax. As an alternative, he may transfer the amount payable to his personal RRSP with no tax withheld to the maximum possible contribution to the Income Tax Act.

14.5 Airport Parking

14.5.1 The Company agrees to pay the full cost of airport parking and transportation to and from the parking facility and the required departure/arrival building for all FCMs.

14.6 License Physical Examination

14.6.1 The Company will pay the cost of medicals as per the terms stipulated under "Physical Standards" of this agreement and will also include the processing fee charged by Transport Canada.

14.7 Transport Canada License Fee

14.7.1 The Company agrees to pay the full cost of all Transport Canada fees including, all recurring fees required for the issue of a valid Medical Certificate, initial and recurrent PPC and IFR, as well as other Transport Canada legal documents required to allow FCMs to carry out their duties.

14.8 Visa/Passport/Travel Documents/Inoculations, etc.

14.8.1 For the purpose of a FCM to conduct their duties, the Company agrees to pay full costs of any Canadian Passport, Visa, travel document(s) that are required for a Canadian Passport holder, medical fee and required inoculation, etc., and cost associated. For holders of Foreign Passport, costs will be paid up to the maximum of the cost for a Canadian Passport holder. All FCMs are required to have a current passport.

14.9 Eligibility for Moving Expenses

14.9.1 For FCMs who are forced to move in order to maintain status or preventing a furlough, the Company will reimburse the FCMs justifiable moving expenses up to a maximum of ten thousand (10,000) dollars with receipts.

14.9.2 Temporary Accommodation

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

14.10 Crew Meals

14.10.1 A committee, which shall include at least one (1) representatives of the FCM's, shall monitor in cooperation with the Company all the aspects of nutrition, that is, quantity, quality and variety. The Company will consult committee members prior to establishing, changing, or renewing crew meals.

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15. ACCOMMODATIONS

15.1 Hotels

- 15.1.1 The purpose of the Accommodations Committee is:
- a) To receive FCMs comments and complaints on the hotels used.
 - b) To ensure that hotels used meet established criteria.
 - c) To request a change if hotels no longer meet established criteria.
- 15.1.2 Hotels will be located in an area that has access to restaurants and other amenities, unless minimum crew rest will be compromised. A hotel in close proximity to the airport may be used if the layover period is less than fourteen (14) hours. Considering travel time as a result of weather conditions, airport hotels may be used to ensure proper crew rest.
- 15.1.3 If a FCM is planned to spend four and a half hours (4.5) or more (chocks on, chocks off) on the ground during flight duty period, a suitable private hotel room will be provided.
- 15.1.4 Hotel rooms will be ready upon the crew's arrival. If not, FCM's will contact Crew Scheduling who will resolve the problem or direct the crew to a suitable alternative.
- 15.1.5 When a change of hotel is required or a new destination is serviced, a member of the Accommodations Committee will assess the hotel to establish if it meets the criteria as set out in Article 15.2.
- 15.1.6 Hotels on deployment will be assessed for suitability by the Accommodations Committee or the Deployed Base Supervisor.

15.2 Hotel Standards

- A private, single occupancy room
- Functioning climate control, where available, controllable by the occupant of the room
- Functioning lighting and plumbing
- In-room internet where available, at no cost to the FCM
- No ground floor rooms
- Acceptable black out curtains
- Hotel restaurant and/or 24 hour room service

15.3 Suitability

The Accommodation Committee will bring forward to the Chief Pilot any hotels that are of concern. The Chief Pilot will assess the hotel and make a decision of its suitability based on this Article.

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16. FOREIGN DEPLOYED OPERATIONS

16.1 General

This Article will cover the FCM while flying a Sunwing Canadian registered aircraft on International Deployments where Sunwing has operational control.

- 16.1.1 For all deployments the FCM's Home base will be his international base of operation.
- 16.1.2 Where the Union wishes to provide input into the terms and conditions of future deployed operations the Company will provide an opportunity for the Union to discuss the terms and conditions of any deployment bid in advance of them being published by the Company in the form of a memo to all FCMs.
- 16.1.3 The memo will cover, but not be limited to, the following terms and conditions:
 - a) Available bases
 - b) Deployment dates
 - c) Available terms of deployment
 - d) Allocation amounts
 - e) Medical coverage details
 - f) Car rental entitlement
- 16.1.4 All other work and pay rules not otherwise stated in this Deployed Operations section are as per this Agreement.
- 16.1.5 All deployed operations bids shall be awarded in order of seniority.
- 16.1.6 The Company will provide the option for half term deployments for deployments that exceed one hundred twenty (120) calendar days.
- 16.1.7 Bidding restrictions for deployments may apply to checking and training staff due to operational demands.
- 16.1.8 When a FCM has been assigned and fulfills any voluntary or draft deployment, he will not be drafted a second time for that season until all available senior FCMs have been drafted to deploy.

16.2 Sequence of Events

- 16.2.1 Below is the sequence of events to be followed during the bid process:
 - 1) Prior to any deployed operations bid the Company must announce opportunities for Leaves of Absence (LOA), Layoffs, or Downgrades.
 - 2) The Company shall publish a Long Term Deployment bid. There will be a minimum time period of fourteen (14) calendar days between the time the bid opens and the deadline for submitting a bid to the Company.
 - 3) Every reasonable effort shall be made to award Long Term Deployments a minimum of sixty (60) calendar days prior to the first FCM being deployed. In no case shall such awards be announced less than thirty (30) calendar days prior to the deployment date.
 - 4) The Company shall publish the vacation bid. There will be a minimum time period of fourteen (14) calendar days between the time the vacation bid opens and the deadline for submitting a bid to the Company.
 - 5) Vacations shall be awarded.

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- 6) Starting one month prior to the commencement of the deployment, on the first day of each month, the Company will provide information on Short Term Deployment openings and will seek FCMs who wish to volunteer for the open positions. FCMs will have five (5) calendar days to advise the Company that they are interested in an opening. If there are not enough FCMs volunteering, then the Short Term Deployments will be assigned to FCMs as specified in Article 16. Every reasonable effort shall be made to award a Short Term Deployment a minimum of twenty-one (21) calendar days prior to the FCM being deployed.

16.2.2 Vacation Allotment during Deployment

- a) Full Term Deployment - Minimum of two (2) vacation blocks per FCM.
- b) Half Term Deployment - Minimum of one (1) vacation block per FCM.

16.3 Long Term Deployment

- 16.3.1 For the purposes of this document, Full Term Deployment is defined as a period of time not more than one hundred eighty one (181) consecutive days but not less than one hundred twenty (120) consecutive days. Half term Deployment shall be not less than thirty-two (32) consecutive days but not exceeding one hundred nineteen (119) consecutive days.
- 16.3.2 The Long Term Deployment bid published by the Company shall contain the Deployed Operations memo for the respective year.
- 16.3.3 The Long Term Deployment bid shall be open to all FCMs on the seniority list.
- 16.3.4 FCMs will be drafted to any unfilled positions. In the event a FCM is drafted the deployment will be limited to a half term deployment. All drafting will be in reverse order of seniority starting with those that did not submit their bids to the Company before the bid deadline.
- 16.3.5 FCMs shall receive per diems when they are on Company business away from their deployed base in accordance with Article 14.
- 16.3.6 Immediately prior to departing for deployment each FCM shall receive a minimum of two (2) consecutive GDOs free from flying obligations. The two (2) consecutive GDOs are not in addition to the normal monthly GDO allotment.
- 16.3.7 Upon repatriation back to Canada, be it by base reduction or completion of deployment, each FCM will receive a minimum of five (5) consecutive GDOs free from flying obligations before being scheduled for any flying duties. The five (5) consecutive GDOs are not in addition to the normal monthly GDO allotment. A FCM may reduce the number of GDOs free from duty that are assigned upon repatriation at the FCMs discretion. The FCM must notify Crew Scheduling of the reduction. In no case shall the number of days be reduced to less than three (3).

16.4 Long Term Deployment Accommodation

- 16.4.1 Accommodations will be provided by Company. Selection of accommodation shall be made by the Company in consultation with a selection committee comprised of at least one Union representative.
- 16.4.2 The Company shall provide a hotel room for a maximum of fifteen (15) calendar days for FCMs on Long Term Deployment, if Company provided accommodation is not available. In the event that Company accommodation is not available after fifteen (15) calendar days, the Company will continue to provide hotel accommodation and the FCM shall receive additional compensation of fifty (50) dollars per day for the remainder of days in the hotel.
- 16.4.3 The hotel shall be equipped with high speed internet where available and at no cost to the FCM.

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16.4.4 Company provided accommodation shall include the following amenities at no cost to the FCM:

NOTE: For the purpose of Article 16, Company provided accommodation is not considered a hotel room.

- a) A full kitchen, including a kitchen sink, stove top, oven, fridge, freezer, microwave, cutlery, dishes, cooking utensils;
- b) A fully furnished living room, including TV, lights, tables, couches, chairs, blinds or curtains;
- c) Facilities to control the levels of temperature in accordance with accepted local customary provisions for temperature control;
- d) Facilities to control lighting;
- e) A fully furnished bedroom, including a minimum size double bed (North American size), linens, lights, closet, darkness curtains, private bathroom;
- f) High Speed Internet where available;
- g) Solid entry door(s) with a minimum of two (2) locks, i.e. door lock and a deadbolt on each door;
- h) Accommodation shall be located in a safe area;
- i) Where residence is a condominium or apartment building having more than one floor, FCMs shall not be located below ground level;
- j) Parking shall be included with the accommodation
- k) Laundry facilities. May be waived at the discretion of the accommodations committee. (If laundry facilities are not available, the Company will reimburse the FCM for the cost of doing laundry at a laundromat).

16.5 Short Term Deployment

- 16.5.1 Short term deployment shall be used to cover crewing shortages due to vacation, training or sickness of any FCMs on Long Term Deployment. The short term deployment shall not exceed thirty-one (31) consecutive days.
- 16.5.2 When a Short Term Deployment bid is required, the Company may exclude pilots assigned to specific permanent bases from bidding due to crew shortages as a result of the Long Term Deployment bid award.
- 16.5.3 FCMs will not be able to bid for Short Term Deployment covering periods within which they have been awarded vacation or training.
- 16.5.4 FCMs shall be given the opportunity to bid on GDOs while on Short Term Deployment. The Company shall endeavor to award GDOs to FCMs on Short Term Deployment in order of seniority. However, it is understood that FCMs on Short Term Deployment may have their pairings and GDOs assigned to them to accommodate FCMs on Long Term Deployment.
- 16.5.5 FCMs shall receive per diems for the entire time that they are away from their permanent base.
- 16.5.6 FCMs who are on short term deployment and in country for a period exceeding thirteen (13) consecutive days shall receive transportation as per Article 16.15 (Rental Cars).

16.6 Short Term Deployment Accommodation

- 16.6.1 The Company shall provide each FCM on Short Term Deployment with suitable hotel accommodation that is appropriate for the length of the deployment. If Company provided accommodation is available, the FCM will be required to stay in the Company provided accommodation.

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- 16.6.2 For FCMs who are required for a period of greater than thirteen (13) calendar days, the Company shall make every reasonable effort to provide each FCM with suitable accommodation which includes a kitchenette.

16.7 Drafted Short Term Deployment

- 16.7.1 Drafted Short Term Deployment shall be awarded to FCMs in order of reverse seniority. This will not include FCMs previously assigned a deployed base.
- 16.7.2 FCMs will not be drafted to a Short Term Deployment covering periods within which they have been awarded vacation or training.
- 16.7.3 Once a FCM has been drafted to a Short Term Deployment he will not be drafted, again for the season, for a Short Term Deployment until all available senior FCMs have been drafted to deploy.
- 16.7.4 If possible, FCMs shall be notified a minimum of twenty-one (21) calendar days in advance of the commencement of deployment.

16.8 Early Return from Deployment

- 16.8.1 The Company will absorb all the properly documented obligation and contractual costs for FCMs returning early, for any reason at the Company's request, to their permanent bases. These include, but are not limited to, rent/lease of the accommodation, council tax, internet and cable usage, TV license, and telephone (non- usage).
- 16.8.2 A FCM that is not able to complete his deployment term will be required to reimburse the Company any monies owed. This includes any per diem and/or allocation. The amount owed to the Company will be calculated based on days not completed at the deployed base. With the exception of FCMs who resign or otherwise leave the deployment without the Company's consent, the Company will reimburse any properly documented obligations that had to be paid regardless as described in 16.8.1.
- 16.8.3 With the exception of FCMs who resign or otherwise leave the deployment without the Company's consent, the reimbursement schedule will be at the FCMs discretion, with a minimum of four hundred dollars (\$400) deducted per pay period. If the FCM resigns or otherwise leaves the deployment without the Company's consent, the Company shall have the right to immediately collect all monies owed and will have the right to offset against any amount owed to the FCM. To facilitate this, the Company will provide the FCM with a detailed report clearly stating the amount to be repaid. Two (2) weeks will be provided prior to any money changing hands so the FCM can review it and contest the amount if required.

16.9 Deployed Base Reduction

- 16.9.1 Should the need arise for a base reduction then FCMs will be given the option to stay or return to their permanent base in order of seniority.

16.10 Emergency Leave

- 16.10.1 In the event a FCM on deployment requires emergency leave, he will continue to receive his entitlements while away from his deployment base. Prior to requesting an emergency leave, the FCM shall inform the VP, Flight Operations or his designate of his expected departure and return date.
- 16.10.2 The return date cannot exceed ten (10) calendar days. Should the FCM require an extension to emergency leave, he will inform the Company no later than seventy-two (72) hours prior to the return date of the initial emergency leave. If the emergency leave is greater than ten (10) calendar days the Company may terminate the FCMs deployment at its discretion and he will not continue to receive his entitlements.

16.11 GDOs

- 16.11.1 All GDOs will be taken at the FCMs respective base of deployed operations.

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16.12 Travel

- 16.12.1 The Company will position all FCMs to their deployed bases at the start of the deployment, and repatriate back to Canada at the end of the deployment. Crews and their family will likely position with a deploying aircraft. If the need arises to transport crews into deployment commercially the FCMs family will still be entitled to travel on Company aircraft, but the Company will not be responsible for transporting family to and from deployment more than two times on a full deployment and one time on a half deployment.
- 16.12.2 Where a deployed FCM must travel commercially on behalf of the Company, the Company shall organize and pay for all associated travel costs. Covered costs may include but are not limited to, ticket purchase, visas, excess luggage charges and ground transportation costs. Wherever possible, these costs will be paid in advance. If unable to pay in advance, the FCM will submit all related expenses for reimbursement.

In addition to items covered in 16.12.2, FCM's shall receive:

- a) The option of shipping the FCM's property through commercial means organized by the Company at the company's expense.
- b) When being expatriated/repatriated via commercial means, the Company will use their best efforts to book FCM's on flights not to exceed more than one stop.
- c) When being expatriated/repatriated via commercial means the FCM will be booked in either a window or aisle seat.

16.13 Medical Coverage while Abroad

- 16.13.1 The Company shall provide each deployed FCM with adequate medical insurance that is valid at all times while abroad. Such insurance will cover all costs for emergency treatment, hospital stays, emergency transportation and repatriation costs.

16.14 Phones

- 16.14.1 In the event deployed aircraft are not equipped with a Company cell phone or sat phone, all Captains at that base will be issued personal cell phones. Cell phones and sat phones supplied by the Company may only be used for operational reasons.

16.15 Car Rentals

- 16.15.1 The Company shall provide a FCM with a rental car for the entire duration of all Deployments where the FCM is in country exceeding fourteen (14) calendar days. The vehicle shall be in suitable working condition. Rental cars shall be compact or midsize vehicle or a vehicle of suitable size to accommodate the FCM and dependants up to a maximum size of a mini-van.
- 16.15.2 The cost of any rental vehicle and the cost of full insurance coverage for the vehicle (including second driver, restricted to family member) shall be paid for by the Company. All other costs shall be paid for by the FCM.

16.16 Allocation

16.16.1 Allocation Rates

The following is the per day rate based on Company provided accommodation and car rental. The daily allocation rate of the Canadian equivalent of £85 GBP. The rate will be established based on the thirty day average rate posted by the Bank of Canada. This rate is valid for the following countries.

- Czech Republic
- United Kingdom including: Britain, Wales, Scotland, and Northern Ireland.
- Republic of Ireland

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- Germany
- Belgium
- Netherlands
- France
- Sweden
- Poland

16.16.2 Allocations for any country other than the ones listed in Article 16.16.1 will be negotiated between the Union and Company and published in the form of a Letter of Understanding (LOU). If the parties cannot agree to the LOU, the parties will go to arbitration for final settlement.

The Union cannot withhold deployments to any country if the minimum negotiated amount is at or above the Canadian Government Travel Directive, Appendix 'D' Allowances-Module 4-Commercial Accommodation Rates on the thirty first day, C75 percent will apply.

If the Company proposes a deployment to developing countries, the Union will negotiate incentive terms prior to deployment.

16.16.3 Initial allocation shall be paid to FCMs prior to departing for their deployed base of operation. Subsequent allocations shall be paid separately each month in which the FCM is deployed.

16.16.4 Banking Fee

The Company will provide FCMs with an additional seventy-five (\$75) CDN per month to cover banking fees associated with the transfer and or conversion from Canadian to Foreign Currency. The allocation money will be converted to Canadian using the published 30 day average Bank of Canada exchange rate.

16.16.5 The Company will provide all deployed FCMs a detailed monthly breakdown of allocation payouts including exchange rates used.

16.17 Family Travel

16.17.1 The Company will provide Family travel air transportation between Canada and the deployed base where the FCM has been deployed. This Article applies to the FCM in the event the FCMs family chooses not to travel to the deployed base.

16.17.2 Family travel will be limited to two (2) Company provided return trips for full term deployments and one (1) company provided return trip for half term deployments. This Article does not apply for short term deployments.

16.17.3 Family Travel applies to spouse and dependent children up to the age of 18. This shall include handicapped dependents over the age of 18.

16.17.4 When being expatriated/repatriated via commercial means, the Company will use their best efforts to book family members on flights not to exceed more than one stop.

16.18 Working for a Foreign Operator (Foreign Registered Aircraft)

16.18.1 Any deployment on a foreign registered aircraft will require the company to negotiate an LOU prior to commencing the operation.

16.19 Domestic Deployed Operations

16.19.1 General

This Article applies to FCMs while flying a Sunwing Canadian registered aircraft on Domestic Deployments outside of their Permanent Home Base where Sunwing has operational control.

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- 16.19.2 For Domestic Deployments the FCMs Home base will be considered his domestic seasonal base.
- 16.19.3 A FCM shall receive a fixed allotment of \$1500 per month for each month he is assigned to a Domestic Deployment.
- 16.19.4 A FCM shall receive Company provided accommodations and vehicle as outlined in article 16 for the duration of the Domestic Deployment.
- 16.19.5 All Domestic Deployment shall be on a voluntary basis.
- 16.19.6 The order of preference for staffing Seasonal Bases will be as follows;
- a) FCMs that reside at the Seasonal Base
 - b) Foreign pilots operating Company aircraft
 - c) FCMs that do not reside at the Seasonal Base
- NOTE:** Within 10 days of the Company publishing the proposed winter seasonal bases, FCMs not residing at a permanent base and wishing to qualify for this article, must update their address and state their seasonal base preference. This will be used to establish order of preference and crewing levels at Seasonal Bases.
- 16.19.7 16.19.3, 16.19.4, will not apply to individuals who have a residence at the seasonal base or a place of residence that both the Union and the Company agree does not meet the intent of this article.
- 16.19.8 The intent of this article is to support an individual who operates from a seasonal base that is not his place of residence.
- 16.19.9 If a FCM's place of residence and the distance to the Seasonal Base is in question as to whether this article applies, the Company and the Union will meet to determine applicability.
- 16.19.10 An individual's place of residence may be very difficult to determine and if the place of residence is in question, the Union and the Company will evaluate the FCMs claim of residence. If the FCMs place of residence is in dispute and the dispute cannot be resolved by the Company and Union, it is incumbent on the FCM to satisfy both the Union and the Company's concerns. If the FCM is unable to satisfy both the Company and the Union regarding his place of residence, this section will not apply.

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17. LEAVE OF ABSENCE

17.1 Leave of Absence

- 17.1.1 The Company may, at its discretion, grant a FCM Leave of Absence without pay. A FCM on Leave of Absence will maintain his seniority number but will not accrue credit for length of service.
- 17.1.2 A Leave of Absence may be extended at the Company's discretion. A FCM may exercise his status or equipment bidding rights while on Leave of Absence, but if he is a successful bidder, he must return from his leave at the commencement of the training date.
- 17.1.3 Leave of Absence may be initiated by;
- A Company request for volunteers;
 - A leave of absence in lieu of a furlough; or
 - A request for personal reasons.
- 17.1.4 If there is a reduction in the total number of FCMs employed by the Company, then FCMs on a Leave of Absence may be placed on furlough status in accordance with Article 5.2.3 and 5.3.7.
- 17.1.5 FCMs who serve on jury duty or who appear in court, as the result of being subpoenaed, will be granted a Leave of Absence and will retain and accrue credit for length of service for all purposes during such Leave. Compensation at the FCMs current salary will be maintained by the Company for a maximum of 30 days, less any compensation he may receive because of jury duty. This maximum may be extended for extenuating circumstances.
- 17.1.6 A FCM on maternity, childcare as defined under the Canadian Labour Code or paternity leave will maintain and accrue credit for length of service for the period of their leave.

17.2 Bereavement Leave

- 17.2.1 Bereavement Leave will be administered as per Company policy.
- 17.2.2 Every employee is entitled to and shall be granted three (3) days bereavement leave, in the event of the death of a member of their immediate family.
- 17.2.3 The employee will be paid their regular rate of wages for their normal working hours during the approved leave.
- 17.2.4 Every employee who has completed three (3) months of continuous employment is entitled to paid bereavement leave.

17.3 Extension of Bereavement Leave

- 17.3.1 With consideration of a FCM's ability to carry out their duties following a significant life event, the Chief Pilot may grant additional leave at the FCMs request.
- 17.3.2 If the funeral is to take place away from the FCM principal residence, additional leave shall be granted that will provide the FCM with reasonable travel time.

17.4 Repatriation of a FCM on Duty

- 17.4.1 The Company shall repatriate, with a minimum delay and at Company cost, any FCM who is on duty when a spouse, child, father, mother, sister, brother, or Father in-law or Mother in-law falls seriously ill, suffers a serious accident or dies.

17.5 Leave to Attend Court

- 17.5.1 A Crew Member who is called as a juror or summoned as a witness in a case to which they are not a party nor in which they have any vested interest in the proceedings, shall retain their seniority and shall continue to accumulate service time during their absence. Compensation at the FCMs current salary will be maintained by the Company for a maximum of thirty (30) calendar days, less any compensation he may receive because of jury duty. This maximum may be extended for extenuating circumstances.
- 17.5.2 In addition, the FCM shall receive GDOs on a pro rata basis for the days on which they are not required to carry out their legal duty.

17.6 Maternity or Parental Leave

- 17.6.1 FCMs are entitled to and shall receive the maternity leave and parental leave provided for in the Canada Labour Code. Maternity and Parental Leave will be administered by the Company pursuant to its existing policies. The entitlement to Maternity and Parental Leave provided for in the Canada Labour Code is enhanced by the following provisions of this Article 17.6.
- 17.6.2 The Company shall provide a pregnant FCM with a maternity uniform.
- 17.6.3 The Company cannot require a FCM to take leave in case of pregnancy unless she is no longer able to perform an essential function of her position.
- 17.6.4 The pregnant FCM shall submit a written notice to the Company stating the date on which she desires to start her leave and its expected duration. This notice shall be given at least one month before the FCM departure and shall be accompanied by a medical certificate from the attending physician stating the expected delivery date.
- 17.6.5 The preceding clause notwithstanding, the leave may end earlier at the written request of the FCM and with mutual agreement with the Company.
- 17.6.6 A FCM who intends to take parental leave shall inform the Company accordingly, in writing, at least four (4) weeks in advance, unless there are valid reasons for not doing so. Such written notice shall specify the length of the leave.
- 17.6.7 A FCM who wishes to continue Parental care beyond the scope of the unpaid leave may do so if mutually agreed upon with the Company and provided the FCM has a just cause.
- 17.6.8 Any change to the length of such leave shall be brought to the Company's attention in writing at least four (4) weeks in advance, unless there are valid reasons for not doing so.
- 17.6.9 Benefits during the period of parental leave the FCM shall;
- continue to accumulate unpaid vacation days and length of service, and
 - shall maintain his travel privileges, and
 - shall continue to be covered by the insurance plan, provided he pays the insurance premiums.
- 17.6.10 A FCM who wishes to suspend his membership in the insurance plan shall advise the Company accordingly, in writing, before the start of his absence, and may continue to contribute to the Company's retirement plan, provided he pays her portion of the contributions.

17.7 Leave for Attendance at Birth or Adoption

- 17.7.1 A FCM who is not on maternity or parental leave is entitled to and shall be granted leave on the occasion of the birth or adoption of a child of the FCM, of five (5) consecutive Calendar Days commencing on the day immediately following the day of the birth. Scheduled working days falling within this period shall be treated as paid days of leave.

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17.7.2 A FCM on company business, upon request, will be returned to the FCM's base at the Company's expense, via the most appropriate method of transportation when the FCM is notified of either the birth or adoption or imminent birth or adoption of the FCM's child. Where the FCM's base is not the FCM's Domicile the FCM shall be returned to his Domicile, if no significant additional cost is incurred.

17.7.3 A FCM on Foreign Deployment, upon request, will be returned the FCM's Permanent Base at Company expense when the FCM is notified of either the birth or adoption or imminent birth or adoption of the FCM's child. Where a FCM's Permanent Base is not the FCM's Domicile the FCM shall be returned to his Domicile, if no significant additional cost is incurred.

17.7.4 With consideration to a FCM's repatriation, the Director of Flight Operations may grant additional leave at the FCM request. Such request shall not be unreasonably denied.

17.8 Return to Work Following Maternity or Paternal Leave

17.8.1 A FCM who takes a Maternity or Parental Leave of Absence is entitled to resume employment following that leave as provided in the Canada Labour Code. The position into which the employee is entitled to be reinstated following such leave is the position that the employee occupied pursuant to the most recent bid or job selection process. In order to assure that an employee who takes a Maternity or Parental Leave does not suffer any loss, the employee shall be entitled to participate in each bid during the Maternity Leave or Parental Leave.

17.9 Compassionate Leave

17.9.1 A FCM is entitled to a LOA to provide compassionate care or support to an immediate family member with a serious medical condition and a significant risk of death. Such request shall not be unreasonably denied.

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18. PROBATION

- 18.1.1 New FCMs will be required to serve a probation period of twelve (12) months of cumulative service with the Company. The Company reserves the right to dismiss any FCM during probation for any documented reason satisfactory to the Company. Should a grievance be filed with respect to a FCM who was dismissed during probation, the decision to dismiss him shall only be reversed where the decision was arbitrary, discriminatory or made in bad faith. A FCM dismissed during their probationary period, other than dismissal for cause, shall be entitled to minimum notice as required under the Canada Labour Code and this shall be in satisfaction of all notice obligations whether under the Code, at common law or otherwise.
- 18.1.2 Probation may be extended a further six (6) months, provided the FCM receives a letter, from the Chief Pilot, V.P. Flight Operations, or his designate stating the reason for the extension within ten (10) calendar days of the decision to extend the probation and the notice is received prior to the end of the twelve (12) month initial probation period. A copy of this notice will also be given to the Union within the same time frame.
- 18.1.3 A FCM shall only be subject to one probation period during their employment with the Company.

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19. DISCIPLINARY POLICY

19.1 General

- 19.1.1 In the event a FCM is involved in an offense warranting disciplinary action, the Vice-President Flight Operations, or his designate, will normally commence such action at Step 1 of the progressive disciplinary process outlined in 19.2.
- 19.1.2 Depending on the nature and severity of the offense, the Company may initiate disciplinary action at any step of the progressive disciplinary process.
- 19.1.3 Upon written request, a FCM shall be permitted to receive and review copies of any and all materials relied on by the Company when taking disciplinary action.

19.2 Progressive Discipline

- 19.2.1 The progressive disciplinary process is intended to be remedial and corrective. The process shall include the following steps:
 - a) Step 1 – A verbal reprimand
 - b) Step 2 – A Letter of Reprimand
 - c) Step 3 – A Suspension Without Pay
 - d) Step 4 – A Suspension Pending Discharge
- 19.2.2 Where disciplinary action is considered in accordance with Article 19.2.1 (b), (c) or (d), the Union will be advised in writing and the FCM may, where necessary, be held out of service with full pay and credits pending investigation for up to seven (7) Calendar Days , or longer by mutual agreement between the Company and Union, to provide the Company with sufficient time to investigate and consider all factors. This investigation shall take place as soon as possible and shall not take more than fourteen (14) consecutive Business Days. Additional time may be granted through mutual agreement between the Company and the Union prior to the expiry of the fourteen (14) Business Days.
- 19.2.3 In the event no disciplinary action is taken in accordance with 19.2.2, the Union and the FCM will be notified, in writing, when the FCM is to be returned to line duty.
- 19.2.4 In the event disciplinary action is taken in accordance with 19.2.2, the FCM will be notified of the reason for disciplinary action in writing, and informed of his right of appeal with a copy to the Union.
- 19.2.5 In the event dismissal action is taken, the FCM will be suspended pending discharge and notified of the reasons for such dismissal in writing, and informed of his right of appeal with a copy to the Union.

19.3 Appeal Procedure

- 19.3.1 Subject to Article 18 (Probation) and in the event a FCM believes that they have been disciplined, suspended or dismissed without just cause, they may file a Step 2 appeal of the Company's action in accordance with Article 20 (Grievances), in writing within ten (10) business days of receipt of the Letter of Reprimand, Suspension or Dismissal. Such appeals may conclude in:
 - a) Confirming the company's action , or;
 - b) Reinstating the FCM with full compensation for time lost, if applicable, or;
 - c) Resolving the matter that in the opinion of the parties is just and equitable.
- 19.3.2 Where a FCM is called to a meeting for an investigation, the FCM will, prior to the meeting, be advised of the nature of the intended investigation.

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- 19.3.3 Should the investigation result in a formal disciplinary action being taken, the FCM has the right to have a Union Representative present during any hearing(s) or discussion(s) regarding disciplinary action.
- 19.3.4 In the event disciplinary action is taken in accordance with 19.2.2, the FCM will be notified, in writing, along with the reasons for such discipline and informed of his right of appeal with a copy to the Union.
- 19.3.5 A FCM who is requested to meet with the Company as a result of an investigation or disciplinary procedure shall not be paid for the meeting. However, if the FCM is removed from a flight or pairing for the purpose of said meeting, he shall be paid for the loss of credit associated with the flight or pairing.
- 19.3.6 During a period of suspension the FCM shall be entitled to bid. The award will be based on the FCM's ability to hold the award for the entire duration of the date range listed in the bid. A FCM will be allowed to bid for vacation as long as the vacation does not overlap the suspension.
- 19.3.7 If a FCM has no further disciplinary action on his personnel file for twelve (12) consecutive months from the issuance of the original disciplinary action, then disciplinary actions of less than three (3) days suspension will be removed from the FCMs personnel file. If the FCM has no further disciplinary actions for twenty four (24) months from the issuance of the original disciplinary action, then disciplinary actions of suspension of three (3) days or more will be removed from the FCMs file. The FCM shall be entitled to review the disciplinary actions on his file upon ten (10) business days' notice being given to the Company.
- 19.3.8 If at any time a FCM is exonerated from disciplinary and/or discharge action imposed by the Company, the FCMs personnel file shall be immediately cleared of the allegation(s) and all references will be removed and he shall be reinstated without loss of, and with continuing accrual of seniority, pay, vacation, and benefits.
- 19.3.9 In the event that a FCM is involved in a further similar incident warranting discipline during the life of an existing disciplinary action, the original disciplinary action will carry forward for the duration of the second or subsequent disciplinary action(s).

20. GRIEVANCES

20.1 General

- 20.1.1 It is the expressed desire of the parties, that any grievance of an FCM, the Union, or the Company, be resolved as quickly as possible.
- 20.1.2 For the purposes of this Agreement a grievance is defined as any difference between an FCM, the Union or the Company that concerns the interpretation, application, administration or alleged violation of this Agreement, or concerning discipline, suspension or discharge.
- 20.1.3 All time limits outlined in this Article may be extended by written agreement between the Company and the Union.
- 20.1.4 An FCM who considers himself aggrieved shall first attempt to obtain a satisfactory resolution directly with the applicable department before availing himself of the formal grievance procedure.
- 20.1.5 No FCM will be restricted or in any way sanctioned or disciplined for exercising their right to file a complaint or a grievance.

20.2 Grievance Procedure

20.2.1 Step 1

- 1) In the event an FCM has not obtained a satisfactory resolution in accordance with Article 20.1.4 above, he may file a grievance in writing within fifteen (15) business days to the Chief Pilot or Designate.
- 2) In the event the grievance is not resolved within ten (10) business days from receipt of the formal grievance, the grievance may be advanced to Step2 by the Union.

20.2.2 Step 2

- 1) Where the decision rendered by the Chief Pilot or Designate is not satisfactory to the grievor(s), or is not rendered within ten (10) business days, the Union may submit a Grievance to the Vice President, Flight Operations or Designate.
- 2) The Vice-President Flight Operations or Designate will meet with the Union within ten (10) business days from the date the grievance was submitted.
- 3) Either party will submit a written response to a grievance submitted by the other within five (5) business days of the grievance meeting.
- 4) Should either party be dissatisfied with the written response then either party may, within sixty (60) business days from the date of the response, refer the matter in dispute to Arbitration in accordance with Article 21(Arbitration).

20.3 Union Policy Grievance

- 20.3.1 A policy grievance may be filed, in writing, by the Union at Step 2 of the Grievance Procedure. A policy grievance is defined as a grievance which by its nature, affects all members of the bargaining unit and is not an individual grievance or a group grievance. Such grievance shall be submitted within fifteen (15) business days from the date of when the alleged policy grievance occurred or within fifteen (15) business days from the date when the Union knew or ought to have known of the alleged incident(s) giving rise to the policy breach.

20.4 Grievance Meeting

- 20.4.1 At any hearing held throughout these grievance procedures, the grievor(s) shall have the right to be represented by the Union.
- 20.4.2 The grievor(s), the Union, and the Company shall be given the opportunity to present evidence, make presentations, and if necessary, call witnesses.

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- 20.4.3 Throughout these procedures, the grievor(s) may, together with their representative(s) review any pertinent information to the case held in his personnel file by the Company or any document which the Company has introduced or relied upon at any step of these procedures.
- 20.4.4 On request, the Company shall provide the grievor(s) and the Union a copy each of all such documents.
- 20.4.5 A FCM acting as a grievor shall be paid and credited in accordance with his regular scheduled Duty when appearing on a scheduled work Day. A grievor will not be paid for attending a grievance hearing on a Grey Day or GDO.

20.5 Witnesses

- 20.5.1 At any hearing(s) held throughout the grievance procedures, all witnesses shall be given time off, subject to the requirements of service and available transportation.
- 20.5.2 In the event a witness is required to attend any meeting causing their removal from a flight or a pairing, the affected FCM shall be paid for the loss of all flight credits for the flight or pairing. However, the FCM will not be paid for attending a grievance meeting on a Grey Day or GDO.
- 20.5.3 FCM(s) or representative(s) required to attend any meeting on behalf of the Union on a scheduled work day, shall be credited in accordance with his regular scheduled duty. The Union will bear the cost of all (actual time) by the FCM(s) or Union representative(s).

20.6 Referral to Arbitration

- 20.6.1 If any grievance is not settled in accordance with the procedures set forth in Article 20 above then such grievance may be referred by the Union or the Company to Arbitration, in accordance with Article 21 (Arbitration) or Expedited Arbitration.
- 20.6.2 Before an arbitration takes place the Company and the Union agree to disclose to each other any documents or witnesses, that they intend to rely on in arbitration proceeding or mediation/arbitration process as the case may be.
- 20.6.3 The notice of intention to proceed to arbitration shall be made in writing to the Vice President, Flight Operations and/or the MEC Chair, within sixty (60) Calendar Days of the decision at step two, or within sixty (60) Calendar Days from the date such decision should have been rendered.

21. ARBITRATION

21.1 General

The parties to this Agreement agree that any dispute or grievance concerning the administration, application, interpretation, or alleged violation of this Agreement, which has been properly referred through all steps of the grievance procedures as outlined in Articles 19 and 20, and which have not been settled, may be referred to arbitration at the written request of either party.

21.2 Disciplinary Appeals

In the case of disciplinary or dismissal appeals, the Arbitrator will have the authority to determine whether the disciplinary or dismissal action taken by the Company was for just and proper cause.

In such disciplinary or dismissal appeals, the Arbitrator may uphold the Company's final decision, fully exonerate and reinstate the FCM with pay for all time lost or render such decision as it considers just and equitable.

21.3 Grievance Appeals

In the case of a grievance appeal, the Arbitrator shall not have the power to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

21.4 Witnesses

All employee witnesses called by the Arbitrator, or the Union will be granted time off with pay subject to the requirements of the service and will be provided with confirmed space business passes for transportation to and from the hearing.

21.5 Decision of the Arbitrator

The decision of the Arbitrator will be final and binding on the Union, the Company and the FCM.

21.6 Arbitration Costs

It is understood and agreed that expenses and fees incurred for the Arbitrator will be borne equally by each party.

21.7 Multiple Grievances

In the event a number of grievances having been referred to Arbitration are yet to be heard, the parties, upon written agreement may refer said grievances to a single arbitrator for adjudication.

21.8 List of Arbitrators

The following list of Arbitrators have been determined to be acceptable to the parties and will be used on a rotational basis:

- Brian Kellar
- William Kaplan
- Tom Hodges
- Pamela Picher

In the event that the aforementioned rotational list of Arbitrators are unavailable, in a timely manner, the parties will then attempt to agree on a mutually acceptable alternate.

In the event a suitable alternate cannot be agreed to the parties will petition the Minister of Labour for one to be appointed.

21.9 Decisions

The Arbitrator will make every effort to render a decision with the minimum delay and in no case more than 3 months from the final hearing date.

21.10 Expedited Arbitration Process

21.10.1 Overview

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

21.10.2 Mediation – Arbitration Process

Subject to a party's election under Article 20, grievances not resolved at Stage 2 of the grievance procedure will be resolved in the following Mediation - Arbitration process:

21.10.3 Issues in Dispute

The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer and the Arbitrator at least ten (10) days in advance of the scheduled date of the mediation – arbitration. The Employer will respond in kind within five (5) days of receipt of the Union's summary. In reverse onus situations the Employer will provide its brief first and the above timelines shall apply.

21.10.4 Mediation

- 1) The mediation process is confidential and without prejudice. Confidentiality relates to any submissions, offers and settlement discussions between the parties and their representatives in the mediation process. The mediator may not discuss outside the mediation process any information disclosed in the course of the mediation.
- 2) The mediation sessions are settlement negotiations and are inadmissible in any litigation. Neither party will require the mediator to testify or produce records or notes in any further proceedings. No transcript will be kept of the mediation.
- 3) Statements made and documents produced in the mediation session, and not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility.
- 4) The mediator may determine the process to be followed. The mediator may meet with the parties individually or collectively. He may ask for additional information or documents. He may disclose any information provided by either party to the other party unless specifically requested not to do so by the party making the disclosure.
- 5) Neither party will introduce as evidence in subsequent proceedings any views expressed or suggestions made by the other party with respect to any settlement, nor any submissions or admissions made by the other party in the course of the mediation or the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator.
- 6) The mediation process is a voluntary process. It continues to be voluntary throughout. It may be terminated at any time by either party.
- 7) The mediator shall prepare, or facilitate the preparation of, a written memorandum outlining any settlement reached by the parties and the memorandum will be signed by the parties (unless it is agreed that the terms of settlement may be recorded in a letter from the mediator and confirmed by the parties). Any Settlements or Minutes of Settlement shall be without prejudice unless specifically agreed by the parties to be without prejudice.

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- 8) The mediator is an independent, impartial professional, and is not an agent or employee of either party. The mediator has no investment in any particular result of the mediation and is not paid based on any mediated settlement. The fees of the mediator will be shared equally by the parties, unless otherwise agreed.

21.10.5 Arbitration

- 1) In the event that the mediation is not successful, the parties, by mutual agreement, may proceed immediately in accordance with the following process. The Mediator in section "21.10.4" above will be the Arbitrator. The parties and the Arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) is to be presented for purposes of the arbitration.
- 2) The Arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence, but may receive any evidence submitted to him by the parties that the Arbitrator believes to be relevant to the matters in controversy or that will enable the Arbitrator to arrive at fair and proper decision. The Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issues. The Arbitrator shall have all the powers and authority as an arbitrator provided under the Canada Labour Code and the current collective agreement between the parties.
- 3) All presentations are to be short and concise. They will include a comprehensive opening statement.
- 4) The Arbitrator shall within ten (10) days after the close of the hearing deliver his decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issues in dispute.
- 5) The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
- 6) The fees and expenses of the Arbitrator shall be borne equally by the parties unless otherwise agreed.

21.10.6 Mediator/ Arbitrator

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

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22. FLIGHT DATA MONITORING

22.1 Definitions

- 22.1.1 “FDM” – Flight Data Monitoring is the proactive, non-punitive controlled use of Operational Flight Data, which may include the use of de-identified Germane Information, obtained from routine flight operations to improve aviation safety.
- 22.1.2 “Operational Flight Data”: is any digital data (binary or encrypted) acquired, transmitted, recorded, stored or downloaded by use of, but not limited to:
- Flight Data Recorder (FDR)
 - Quick Access Recorder (QAR)
 - Digital Flight Data Recorder (DFDR)
 - Digital Flight Data Acquisition Unit (DFDAU)
 - Digital Flight Data Management Unit (DFDMU)
 - Flight Data Acquisition and Management Units (FDAMS)
 - Cockpit Voice Recorder (CVR)
 - Video Recorder
 - Personal Computer Memory Card International Association (PCMCIA) Card
 - Aircraft Communications Addressing and Reporting System (ACARS) and Server (onboard & external) or any other form of telemetry or recording device.
- This data is also considered Raw Data.
- 22.1.3 “FDM Data”: is De-Identified Operational Flight Data (excluding CVR data) generated during routine line operations which is collected and analyzed to provide greater insight into flight operations for the purpose of enhancing flight safety. Operational Flight Data is processed to become FDM data.
- 22.1.4 “Identifying Data”: Any data or combination of data which allows recorded, collected or stored Operational Flight Data to be associated with a specific crew member.
- 22.1.5 “De-Identified Data”: is Operational Flight Data from which all information capable of identifying a FCM has been irretrievably stripped (removed). Operational Flight Data is processed to become FDM Data.
- 22.1.6 “Raw data”: shall be understood to mean all Operational Flight Data or any FDM data that includes Identifying Data.
- 22.1.7 “Germane Information”: is relevant information that shall include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs, flight animation or any other description, analysis or compilation of data collected by any means.
- 22.1.8 “Aggregate (trend) Data”: is FDM data, which may include the use of Germane Information, that has been analyzed, reviewed by the Event Review Team (ERT), and provides useful information relating to flight safety.
- 22.1.9 “Exceedance Event”: An event, as determined by recorded data, indicating that an aircraft was operated outside of the normal agreed upon flight operations envelope or tolerances.
- 22.1.10 “Exceedance Event Set”: A list of events (triggers) pertaining to each specific aircraft type in the Company fleet that is derived from the Master Event Set and is maintained by the Event Review Team (ERT).
- 22.1.11 “3rd Party Service Provider”: A designated company contracted or service provider for the purpose of Operational Flight Data collection and/or Storage and/or analysis and/or Flight Animation & Software and/or Risk Analysis Report preparation and/or for any other purpose agreed by the parties.

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- 22.1.12 “Gatekeeper”: the Gatekeeper and an alternate Gatekeeper shall be selected by the Union Executive from members of the ERT. The Gatekeeper(s) have the sole ability to retrieve Identifying Data from Operational Flight Data and Germane Information, and be the only representative(s) permitted to contact FCMs. The Gatekeeper(s) are also responsible for reporting to the parties to this Agreement that all aspects of Data Security, Transfer, Storage and Destruction (deletion) are being adhered to as per the terms and conditions set out by this Agreement.
- 22.1.13 “Reportable Aviation Incident”: as per Transportation Safety Board (TSB) Regulations.
- 22.1.14 “Risk Analysis”: is a rational process used to estimate the significance of a risk; assessing the likelihood of its occurrence and considering what actions and controls need to be taken to manage it.
- 22.1.15 “FDM Working Group”: also known as the “WG”, comprised of the ERT and may include other mutually agreed FCMs and Company representatives from, but not limited to, Training and Standards, Safety, and Maintenance and Engineering.

22.2 Purpose

- 22.2.1 The purpose of this article is to allow the Company to conduct a Flight Data Monitoring (FDM) Program in collaboration with the Union. This program will be limited exclusively to those aircraft operated by the Company. Data obtained from line operations for specific and agreed purposes shall be de-identified.

22.3 Goals of the FDM Program

- 22.3.1 The FDM Program is intended to enhance flight safety by providing more information about, and greater insight into, the flight operations environment through controlled automated recording and analysis of flight data generated during line operations.
- 22.3.2 The spirit and intent of any FDM Program at the Company, at both its development and operational stages, is that the Program is to be used for the sole purpose of improving flight safety by providing information to focus on training and standard operation procedures.
- 22.3.3 This program compliments Canadian and International efforts to:
- a) improve safety within the air transportation system;
 - b) identify hazardous situations to prevent incidents and accidents; and
 - c) encourage aviation personnel and to use safe practices and procedures in all aviation activities.

22.4 Non-Punitive Policy

- 22.4.1 The parties agree that the Company FDM program will be non-punitive. Any information or data gathered under the investigative processes of the FDM program shall not be used for disciplinary purposes. Should any breach of this provision occur, the discipline shall be void ab initio, and such further remedy granted as the parties, or failing agreement between the parties, an arbitrator may determine to be just and appropriate. The design of the FDM Program shall always ensure the confidentiality and anonymity of individual FCMs.
- 22.4.2 The FDM program will ensure that information obtained from Operational Flight Data or cockpit voice recorder shall not be used to evaluate or monitor the judgment or performance of an individual pilot or crew.
- 22.4.3 No FCM may waive his right to confidentiality provided by the FDM Program as defined in this article without the explicit, express, written agreement of the Union. The reasons given by any FCM for this waiver will be a matter of record and shall be set out to the Union in writing by the FCM, prior to any written agreement of the Union being granted.
- 22.4.4 It is recognized that an audit trail of actions taken following FDM investigations may need to be retained. Any audit trail will be held in a confidential database and will not be placed on a FCM’s file.

22.5 Outline

22.5.1 This agreement covers the following aspects of the FDM program:

- Collection of Operational Flight Data
- De-Identification of Operational Flight Data
- Analysis of FDM data
- Dissemination of FDM data
- Protection and Security of Operational Flight Data and FDM data
- Commitment
- Implementation
- Validity

22.6 Collection of Operational Flight Data

22.6.1 Operational Flight Data (excluding CVR data) for the purposes of FDM will be regularly downloaded from Company aircraft and uploaded onto a designated server. The collection of operational flight data for the purpose of FDM applies to all aircraft.

22.6.2 For the purpose of the collection and storage of data the Company and/or 3rd Party Service Provider will meet the requirements under Appendix A.

22.6.3 Any Operational Flight Data collected, stored or analyzed, may be not be used to monitor or evaluate any individual FCMs judgment, ability, performance or technique.

22.6.4 No Flight Data Recorders, Quick Access Recorders or video recorders or any device capable of producing Operational Flight Data for recording, storing or transmitting from the aircraft to any ground station, not required by the CAR's or other legislation or regulation, or not currently utilized in the Company's aircraft, will be installed for FDM analysis, except by mutual agreement of the Company and the Union.

22.6.5 Any changes to the contractual relation between the Company and the FDM service provider will be announced to the Union for consideration.

22.7 De-Identification of Operational Flight Data

22.7.1 Operational Flight Data collected for the purposes of the FDM Program will always be de-identified.

22.7.2 If a pilot files a Flight Safety Report or reports the event to his manager then the data is acknowledged to be identified. Data released must be solely limited to the portion of the flight specifically relevant to the event being reported.

22.8 Analysis Of FDM Data

22.8.1 Event parameters will be defined and published by the WG. These parameters will be provided to the Union prior to the implementation of the FDM program.

22.8.2 The data will be used to exclusively provide safety related information for training, crew awareness, and to evaluate standard operating procedures.

22.8.3 FDM data will be processed for exceedance event sets.

22.8.4 FDM information will remain de-identified in all cases and for all purposes of analysis.

22.8.5 FDM information will be reviewed for exceedance reports for trends and derive recommendations and /or conclusions related to flight safety.

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- 22.8.6 Analysis of Data not collected by the Company in the case of conducting duties for another airline (foreign registered deployed operations) will meet the minimum standards of confidentiality and process as that data collected by the Company. Should a pilot be removed from duties due to another airline's FDM system he will collect his full guaranteed monthly credit hours, expenses, and per diem during the length of the investigation to its full conclusion. The pilot will be retrained to full standard and returned to his assigned position and duty without loss of seniority.
- 22.8.7 If analysis reveals at any time that an event clearly warrants an FSR, but none has been filed, then the Union will be asked to request that the pilot(s) file one. An FSR filed under these circumstances will be treated as if it was filed at the time of the event.

22.9 Protection and Security of Operational Flight Data and FDM Data

- 22.9.1 This Article applies only to Operational Flight Data collected and stored pursuant to the FDM Program.
- 22.9.2 FDM data shall not be used for regulatory enforcement action. This protection is provided by the "TCCA policy on the Use of Information Obtained from Voluntary FDM Programs", as published in CBAAC No 0193 (attached as Appendix B).
- 22.9.3 FDM data will be protected from release through the Access to Information and Privacy Acts. Transport Canada will not be provided with any raw data relevant to the FDM program. 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 operation of law or unless it is expressly permitted by the terms of this agreement. 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 Union of all of the relevant circumstances of the request for release of information in order to permit it to contest the disclosure should it so choose.
- 22.9.4 The Operational Flight Data collected for the purposes of FDM will be erased from the retrieval/storage device immediately after transfer to the Company and/or 3rd Party Service Provider.
- 22.9.5 The Company and/or 3rd Party Service Provider will maintain Operational Flight Data and FDM Data in a secure facility.
- 22.9.6 The Operational Flight Data (Raw Data) or identifying link will be deleted by the 3rd party Service Provider within thirty (30) days of being received from the Company.
- 22.9.7 The Company shall ensure that each 3rd Party Service Provider who has contact with any Identifying Data used in the FDM Program shall be prohibited from divulging such data to any individual other than the designated Gatekeeper.
- 22.9.8 No information pertaining to FDM will be released, except under the terms specified by this article, unless mutually agreed between the Company and the Union.
- 22.9.9 In the event it is demonstrated that any member of the Working Group or ERT has divulged any Identifying Data to any individual other than the designated Gatekeeper, such member shall immediately be removed from the Working Group or ERT as applicable. In the event of a dispute about whether an individual has disclosed such information, they shall be suspended from the WG or ERT pending resolution of the dispute.
- 22.9.10 In the event it is demonstrated that any 3rd Party Service Provider or employee or agent of such 3rd Party Service Provider has divulged any Identifying Data to any other individual other than the designated Gatekeeper in contravention of the terms of this article, the Company will take whatever action necessary to either cease doing business with the 3rd Party Service Provider or to ensure that the employee or agent of the 3rd Party Service Provider no longer participates in the Company FDM Program.

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- 22.9.11 Notwithstanding any other provisions in this article, in the event of a Reportable Aviation Incident or Reportable Aviation Accident investigation, any data (stored or transmitted) or other information from any data recorder shall be made available to the Company, appropriate Transportation Safety Board, accredited Union representatives, and the FCM(s) or their estate(s).
- 22.9.12 Any Data collected and released to the Company outside of the Event Review Team will be deemed tainted and inadmissible for any purpose. The Company will ensure that all partnerships resulting from the FDM Program maintain privacy and data security standards as prescribed in this article.
- 22.9.13 The design of the FDM Program shall ensure the initial confidentiality and ultimate anonymity of individual FCMs.
- 22.9.14 Only FCMs of the ERT Team may have access to OFDM data with the exception of data service providers.

22.10 Commitment

- 22.10.1 The parties agree that the Voluntary Flight Data Monitoring Program is a tool for enhancing flight safety, which is a benefit to both the Company and the pilot group.

22.11 Implementation

- 22.11.1 The design, implementation and operation of an FDM Program shall be a cooperative process between the Company and the Union. Any variation from this agreed-upon FDM article shall require a mutual written agreement between the parties.
- 22.11.2 The Company is responsible for all financial decisions pertaining to this program.
- 22.11.3 The Company will make the final decision regarding the selection of the 3rd Party Service Providers in accordance with the requirements of Appendix A.
- 22.11.4 The Company will advise the Union when the process of collecting, transferring and analyzing FDM data has commenced.
- 22.11.5 The FDM Working Group shall oversee the FDM Program and ensure compliance with the provisions of this Agreement.
- 22.11.6 The WG shall establish the Exceedance Event Sets (triggers, limits). The limits shall be subject to ongoing review and evaluation. The list shall be subject to review and all changes, deletion, or additions shall be approved by the Union.
- 22.11.7 Contents of OFDM records will not contain anything that could identify the pilot by name. In all cases the contents of OFDM records will not be kept in any form for more than two years in any case.
- 22.11.8 Contents of OFDM records retained in the OFDM database will be limited to: a record of any telephone debrief by the Union gatekeeper, a record of any debrief by management, a copy of any letter sent to the pilot, a record of extra training given to the pilot, or any other relevant document.
- 22.11.9 Most OFDM events are not serious enough to warrant follow-up action and so are automatically "closed". Those events for which follow-up action is required are deemed "open", and then need a positive closure when the action is complete. No record will be kept on an individual pilot's file.
- 22.11.10 A letter will be sent, by Flight Operations Management or the Aviation safety manager, to each pilot involved in follow-up action, unless that action consisted only of a telephone debriefing by the Union gatekeeper for a single event. Such a letter will record the original concern, the subsequent discussion and/or action, and the expectation for the future. The letter will not be addressed to the pilot by name, but will be handed to the Union for forwarding to the pilot concerned.

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22.12 Gatekeeper

Credits incurred and paid to a FCM acting as Gatekeeper shall be shared equally between the Union and the Company.

A maximum of two (2) days shall be allocated to the Gatekeeper each calendar month. Such days shall be credited at minimum daily credit. Such credits shall appear on the FCMs monthly schedule as "GKPR". Additional credits may be allocated if mutually agreed upon by the Company and the Gatekeeper.

It is the Gatekeeper's responsibility to advise Crew Planning of the requested days allocated for the purpose of his duties.

FDM meetings shall occur on dates that are mutually agreed upon by the Safety Department and the Gatekeeper.

Accrued credits allocated to the Gatekeeper shall be reconciled at the end of each calendar year for the purpose of sharing the expense equally between the Company and the Union.

If for any reason the Gatekeeper must dedicate time exceeding two (2) days in a calendar month, he shall be credited at minimum daily credit for each additional day or portion thereof.

If the Sunwing fleet expands beyond thirty (30) aircraft during the winter season, the Union and Company will discuss additional credit requirements for gatekeeping purposes. In the event the work load increases to a level that the current Gatekeeper requires assistants, the Union and Company will discuss the requirements for an additional Gatekeeper/keepers to assist in the duties.

Appendix A

This section pertains to the selection of persons and services that will provide and facilitate the collection of data and analysis for the Company's FDM.

The Union reserves the right to question and examine any service provider which collects or has the ability to examine identified data. This examination will be to ensure that standards of security and privacy are maintained to satisfaction.

The service provider shall store all information received in the FDM Program in a room with high security access control.

Service Providers will provide satisfactory assurances that data is released only to the Company through the Flight Data Manager and Event review team. Data shall be de-identified within the time frames as specified.

Members of the Union executive or their delegates may be assigned to tour or examine the facilities, security process, data storage, and de-identification system.

The Union agrees to a preliminary period of thirty (30) days for the retention of identified data. Upon signing a proper FDM system contract the Company's FDM manager and Gatekeeper will agree within thirty (30) days as to the timeline for de-identifying data. Allowances will then be made to handle the secure storage and encryption of information.

The Union and the Company will review the goals, methods, and conditions of the FDM program on an annual basis.

The Union will agree to FDM and the recording of data for safety purposes. Records of identified events and corrective actions shall be kept for a period of time agreeable to the FDM and the Gatekeeper commensurate with the nature of an event. All raw data and specific event information will be de-identified within thirty (30) days in all cases.

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Appendix B

COMMERCIAL 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.

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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.

23. INVESTIGATIONS, INCIDENTS OR ACCIDENTS

23.1 General

Where a FCM is involved in an accident related to the operation of an aircraft, he may be held out of service, with pay, pending the outcome of any investigations into the accident or incident undertaken by the Company, Transport Canada or the appropriate accident investigation body.

When a FCM is held out of service the Company will provide the FCM with written confirmation of the holding out of service with the reasons therefore, within seven (7) calendar days of the holding out of service taking effect.

Following an accident a FCM will be protected by the Company from the media and best efforts from investigation officials for a period of twenty-four (24) hours.

Following an incident or accident, a FCM may be required to undergo an immediate medical examination by a designated AME.

Where disciplinary or discharge action is taken following an incident or accident the grievance procedures will apply.

23.2 Investigation

The Union shall be notified by the Company as soon as possible of an accident or incident that involves a FCM.

23.3 Legal Representation

The Company shall provide legal advice and assistance to an employee who is required to be part of legal proceedings as a result of actions committed while carrying out his duties on behalf of the Company. The Company shall undertake to hold the FCM blameless unless the FCM has acted with gross negligence or voluntary misconduct.

A grievance arising from the application of this clause shall begin at step two of the grievance procedure.

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24. MANAGEMENT FCMS AND APPROVED CHECK PILOTS (ACP)

- 24.1.1 Management FCMs and ACPs will be selected from names that appear on the Master Seniority List in addition to Management Pilots.
- 24.1.2 Positions for Management FCMs and ACPs will be posted for a minimum of seven (7) calendar days. The Posting will include the following:
 - a) Positions to be filled;
 - b) Closing date of notice;
 - c) Minimum qualifications required;
 - d) A copy of the notice shall be forwarded to the Union.
- 24.1.3 For ACP positions, if none of the members whose names appear on the seniority list apply for the position or are not qualified for the position, the Company reserves the right to fill the vacancy through outside recruitment with the agreement of the Union which shall not be unreasonably withheld.
- 24.1.4 The name of the selected candidate shall be posted and a copy of the appointment notice forwarded to the Union.
- 24.1.5 Training Pilots and ACPs will receive a premium, in addition to their normal hourly rate as a FCM, of thirty dollars (\$30) CDN per block hour for Line Indoctrination flights and Line Check flights. This premium will only be paid at straight time.
- 24.1.6 ACPs will receive two-hundred and fifty dollars (\$250) CDN for each completed Transport Canada 0249 Form after the issuance of a PPC.
- 24.1.7 Training Pilots and ACPs will receive eight (8) credit hours for each simulator session designed for instructing and/or checking.
- 24.1.8 Training Pilots and ACPs will receive four (4) credit hours for each simulator session designed for seat support.
- 24.1.9 Training Pilots and ACPs will receive six (6) credit hours for instructing a ground school or CPT session.
- 24.1.10 A FCM undergoing training to become a Training Pilot or ACP will receive credit as per Article 12.
- 24.1.11 The Company will build training and/or checking pairings no greater than fourteen (14) calendar days. Pairings may be built longer or extended if mutually agreed to by the Company and the Training Pilot or ACP.
- 24.1.12 Training Pilots and ACPs shall be assigned training and checking assignments based on operational requirements. The Company will endeavor to accommodate scheduling requests from Training Pilots and ACPs to preserve the integrity of the individual's bid request.
- 24.1.13 Training Pilots and ACPs may be restricted from bidding Foreign or Domestic Deployments.
- 24.1.14 Training Pilots and ACPs may be restricted when bidding for vacation due to operational requirements.

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25. NEW AIRCRAFT TYPE

25.1 General

- 25.1.1 When the Company intends to operate a new aircraft type, it shall advise the Union in writing to provide notice no later than one hundred and twenty (120) before such aircraft comes into service.
- 25.1.2 The introduction of a new aircraft type will not generate any changes to the working rules or conditions of this Agreement.
- 25.1.3 New aircraft types shall be considered vacancies and subject to the provisions of Article 6 Hiring and Bid Awards.

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26. HEALTH AWARENESS AND WELL BEING

26.1 Sick Leave

- 26.1.1 The annual sick day entitlement shall be ten (10) days per year.
- 26.1.2 Sick day entitlement shall be replenished on January 1st of each Calendar year.
- 26.1.3 New hires shall receive sick days on first day they successfully complete their initial PPC. Sick days for new hires shall be prorated to the number of remaining days in the calendar year (rounded up to the nearest whole number).
- Example:** A new hire has a PPC date of October 1. (92 days remaining in the year multiplied by .0274 sick days earned per day or 2.52 days). The new hire shall receive 3 sick days to the end of December.
- 26.1.4 The Company shall not consider fatigue related book-offs as a sick day.
- 26.1.5 The FCM may be required to provide a Company Medical Note to be completed by the Medical Practitioner.
- 26.1.6 FCM's Responsibility- When a FCM is unfit to fly, he will notify Crew Scheduling with as much notice as possible to book off. The FCM will remain on book off status until he calls to book back on. To book on for the next scheduled duty, the FCM shall call Crew Scheduling a minimum of fourteen (14) hours prior to next scheduled duty.
- 26.1.7 Sick days shall be prorated to the number of active days in the calendar year. (rounded up to the nearest whole number).
- 26.1.8 In the event that a FCM exhausts his Sick Day Entitlement, they shall be paid less than Minimum Monthly Guarantee.
- 26.1.9 Sick Days will only be applied against scheduled paid Duty.
- 26.1.10 When a FCM is approved for Short Term Disability (STD) benefits and has exhausted his sick bank and who consequently dropped below MMG, the Company shall cover the shortfall to MMG.

Example 1: A FCM has a one (1) day pairing and is sick for that pairing, he will receive the scheduled credit for that pairing and the sick day entitlement will be reduced by one (1) day.

Example 2: A FCM is sick for one day of a three (3) day pairing. He will receive the scheduled credit for that day and the sick day entitlement will be reduced by one (1) day. The FCM will be re-assignable on the remaining days of the pairing. If the FCM is re-assigned, the credit for the re-assignment will be paid in accordance with Article 12. If the FCM is not re-assigned for the remaining days of the pairing, he will not receive credit for the remaining days of the pairing, however, he will not fall below MMG.

NOTE: When the annual sick day entitlement has been exhausted, (i.e. on the eleventh sick day) a FCM may fall below MMG for credits lost due to illness.

Example 3: A FCM has no remaining sick day entitlement. A FCM is sick for one (1) day of a two (2) day pairing. The FCM will not receive credit for the pairing. The FCM will be re-assignable on the remaining day of the pairing. If the FCM is re-assigned, the credit for the re-assignment will be paid in accordance with Article 12. If the FCM is not re-assigned for the remaining day of the pairing, he will not receive credit and he may fall below MMG.

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26.1.11 FCMs approved for Long Term Disability (LTD) shall continue to accrue service credit for the purpose of pay progression.

26.1.12 Unused Sick days in a calendar year (i.e. December 31st) will be paid out at rate of four (4) hours per day at 50% of your hourly rate.

26.2 On the Job - Support & Illness away from Home Base

26.2.1 In the event of illness or personal injury while away from base on Company duty, the FCM shall advise Crew Scheduling of the issue as soon as possible. The Company will assist the FCM in all matters pertaining to the issue.

26.2.2 A FCM that is involved in accident or illness away from base will be offered family support. In the event that the FCM is unable to return to his permanent base due to an illness or injury within a reasonable time, the Company shall provide suitable transportation and accommodation for one family member to wherever the FCM is hospitalized or recuperating. Transportation and accommodation shall be at Company expense.

26.3 Hearing Protection

26.3.1 The Company shall provide each FCM with two hundred and fifty (\$250) dollars for the purchase of a noise cancelling headset, payable upon proof of purchase.

**27. PRISONER OF WAR, HOSTAGE, HIJACKING,
INTERNMENT OR MISSING**

27.1 Method of Payment

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

27.2 Remuneration

The basic monthly salary mentioned in Article 27.1 is deposited in the personal account of a FCM without interest, and must be distributed by the Company in whole or in part, according to the written instructions provided by the FCM. It will not be deposited to the benefit of a FCM who has been placed under arrest by an authority recognized by the government of Canada or who is accused of a crime which in Canada would be prosecuted as a criminal offence.

27.3 Request for Instruction

The Company must ask newly hired FCM to provide his instructions which respect to this Article in accordance with the instruction request form set in Appendix C. The Company must ask all FCMs currently in its employ, to fill in the aforementioned form, which must be returned as soon as possible to the Company.

**APPENDIX C – PRISONER OF WAR, HOSTAGE, HIJACKING,
INTERNMENT OR MISSING**

FORM LETTER

TO: Sunwing Airlines Inc.

DATE: _____

You are hereby directed to pay all monthly compensation allowable to me, from Sunwing Airlines Inc. under the terms of Article 27 of the Agreement (Prisoner of War, Hostage, Hijacking, Internment or Missing) to those designated as follows:

_____ percent of such Compensation to:

_____ (Name and Address) as long as living and thereafter to:

_____ (Name and Address) as long as living.

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

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

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

SIGNATURE: _____

WITNESS: _____

28. TRAINING PILOTS

- 28.1.1 Unless provided for in this Article, all provisions of this Agreement shall apply to all Training Pilots.
- 28.1.2 With the exception of contract and Sunwing Management pilots and Management FCM's, Training Pilots shall be selected from FCMs whose names appear on the Sunwing Pilot Seniority List System.
- 28.1.3 A vacancy notice containing the following information shall be posted for a minimum of seven (7) business days:
- a) Number of positions to be filled,
 - b) Dates on which positions will be filled,
 - c) Closing date of the notice,
 - d) Minimum qualification requirements
- A copy of the notice shall be forwarded to the Union.
- 28.1.4 Following the closing date of the notice, all candidates considered eligible and meeting the minimum qualifications for the position(s) will be required to attend a formal interview with Flight Operations Management who will, at their sole discretion, determine the most suitable candidate(s) of those that have applied for the position(s).
- 28.1.5 The Union will be provided a copy of the notice prior to posting.
- 28.1.6 Except when performing training duties, Training Pilots shall perform flying duties in the accordance with their seniority in their base.
- 28.1.7 Training pilots will receive the following:
- a) \$250 per PPC/Type rating per FCM – pass/fail/incomplete.
 - b) \$30 per hour premium while performing a Line Indoctrination Flight.
 - c) Will receive per diem as per Article 14.1 when training away from home base.
 - d) Will be provided a rental car while away on training pairings and shall be reimbursed for gas used and parking charges whilst on the training pairing.
- 28.1.8 The following credit hours shall apply to ground training:
- a) 8 hours simulator credit.
 - b) 6 hours IPT credit.
 - c) 6 hours ground school credit.
 - d) 6 hours new instructor shadow credit.
 - e) 4 hours seat support credit.
- 28.1.9 If a day off while on a training pairing is required (DOWI), four (4) hours credit will be applied to that day, the 1 in 33 rule does not apply.
- 28.1.10 Training Pilots shall not be scheduled for more than one (1) training event per Duty Period.
- 28.1.11 Training Pairings
- a) Pairings for instructor's will not exceed fourteen (14) days unless prior approval from the instructor. Instructors may list themselves, with the training coordinator, as available for pairings in excess of fourteen (14) days.
 - b) Pairings will be for a maximum of twenty-one (21) days for trainees attending initial type training, upgrade training and foreign pilot training.
 - c) Training Pilots may be reassigned from flight duty to training duty, or from training duty to flight duty in accordance with Article 11.11 (Reassignment).

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29. TELEPHONE MONITORING OR RECORDING SYSTEM

- 29.1 The purpose of a Telephone Monitoring or Recording System will be to provide a record of conversations between the Company and FCMs.
- 29.2 The Telephone Monitoring or Recording System will only be referred to when either party brings forth the following:
- a) Incident reports
 - b) Issue Of Concern
 - c) Grievances and disciplinary action
 - d) Operational issues
 - e) Company concerns
- 29.3 In the event a reference to the Telephone Monitoring or Recording System is required by virtue of the application of Articles 19 and 20 (grievances or disciplinary action), the Union may request a review of a recording by written request to the Chief Pilot. Once approved, this review will include one Union representative and one representative from the Company. If requested, the affected employee may also attend.
- 29.4 Recorded calls will be kept for at least seventy-five (75) days.

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30. DURATION

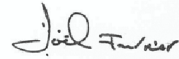
30.1 Duration

30.1.1 This Agreement shall be in effect and continue in full force until it expires at midnight of November 30, 2020 subject to Letters of Understandings as agreed to by the Company and the Union from time to time. This agreement shall renew itself without change each succeeding year until a written Notice to Bargain is served by either party within one hundred and twenty (120) days prior to the expiry date. In the event the Notice to Bargain is given, this Agreement shall remain in full force and effect while negotiations are being carried on for the renewal of the Agreement until such time as the parties are in a strike or lockout position as prescribed by the Canadian Labour Code.

IN WITNESS WHEREOF the parties here to have signed this Agreement.

Sunwing Airlines Inc.

Unifor Local 7378



President
Mark Williams

Director, Transportation
Joel Fournier
Unifor Local 7378

Special Advisor to the President
Pat Heinke

President
Mathew Rogers

Vice President, Planning and Development
Paul Desrochers

Secretary Treasurer
Xander Otte

Chief Pilot
Shane Workman

Bargaining Committee Member
Blair McRobb

Assistant Chief Pilot
Keith Moore

Bargaining Committee Member
Chris Nilsen

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