

# COLLECTIVE AGREEMENT

BETWEEN:

SKYLINK EXPRESS INC.

(the “Employer”)

-and-

UNIFOR LOCAL 2002

(the “Union”)

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## **ARTICLE 1 - PREAMBLE**

- 1.1** This Agreement is made and entered into by and between Skylink Express Inc. hereinafter known as the "Company", and the employees included in the bargaining unit who are employed by Skylink Express Inc. as represented by Unifor Local 2002 hereinafter known as the "Union". In making this agreement, the parties hereto recognize the objectives of promoting and maintaining the safety of air transportation, and the high quality of customer service. The parties also recognize that compliance with the terms of this agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the intent and purpose of this agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.1** The Company recognizes the Union as the sole and exclusive bargaining agent for all pilots employed by Skylink Express Inc., excluding managers, the chief pilot and persons above the rank of chief pilot as per the order dated November 23, 2021 (No. 11653-U).
- 2.2** Bargaining unit work is defined as all commercial flying of Company aircrafts. The Chief Pilot can perform bargaining unit work up to and including 12 days per schedule, other than for an emergency, training or when no other employee at a specific base is available to fly.
- 2.3** Any references contained within this Collective Agreement to gender shall also pertain to be gender neutral. Any reference to the singular shall also pertain to the plural where appropriate.
- 2.4** 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.
- 2.5** 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.
- 2.6** 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, the Company Shall endeavor to notify the Union once it is legally able to do so.
- 2.7** The Company shall provide timely updates to the Union as significant information becomes available.
- 2.8** 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 Local Union in compliance with the Constitution of the Union and the Vice President, Flight Operations or their designate.

### ARTICLE 3 - DEFINITIONS

1. Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Canada Labour Code*, have the same meaning as given to them in the *Canada Labour Code*.
2. CARS – Canadian Air Regulations.
3. Union - means Unifor and its Local 2002.
4. Company - means SKYLINK EXPRESS INC. , the Employer.
5. Employee or Flight Crew Member (FCM) - means a person who is a member of the bargaining unit.
6. “Will” and “shall” in this agreement have the same meaning.
7. Guaranteed Day Off (GDO) – means a 24 hour contiguous period free from duty.
8. Week - means a complete set of seven contiguous days.
9. Membership dues - means the dues established pursuant to the constitution of the Union as the dues payable by its members as a condition of their membership in the Union.
10. Calendar Day – shall mean a 24 hour period that begins at 00:00 local and ends at 23:59 local. The plural shall mean consecutive calendar days, unless otherwise noted.
11. Calendar Year – shall mean 01January – 31December inclusive. The plural shall mean consecutive calendar years, unless otherwise noted.
12. Lay off - means an employee not actively working for the Company because of lack of work or because of the discontinuance of a function.
13. Continuous service - means unbroken service from the employee’s last first revenue flight, including authorized leaves of absence.
14. Continuous employment - means continuous service including the cumulative periods of continuous service where interruptions in service of less than 3 months occur.
15. Daily Rate – calculated by dividing the annual salary by 12 and then dividing by a 28 day block minus GDOs.
16. Duty - means any task that a flight crew member is assigned by an air operator at a specific time, including, but not limited to management, flight duty, administration, training, positioning, reserve, and standby – synonymous with hours of work.
17. Positioning – means the transfer of a flight crew member from one location to another, at the request of an air operator, but does not include travel to or from suitable accommodation or the flight crew member’s lodging.
18. Home Base – shall mean the base to which the FCM is permanently assigned, as identified on the master seniority list.

19. Hourly Rate – means Annual Salary divided by 52, divided by 40.
20. Irregular Operations ( IROPS ) – caused by events that disrupt flight schedules and negatively impact operations. These operational difficulties are caused by unusual, and unexpected situations such as severe weather, unforeseen staffing issues, mechanical delays etc.
21. Rest Period – the continuous period of time during which the FCM is off Duty excluding the travel time to or from Suitable Accommodation provided by an air operator.
22. PPC - Pilot Proficiency Check (PPC) - A flight check conducted by an approved check pilot (ACP) or Civil Aviation Safety Inspector (CASI) in accordance with the appropriate PPC Schedule specified in Part VII Standards of the CARs.
23. Status – shall mean whether full-time or part-time.
24. Wet Lease - means contracting another carrier by the Company to supply aircraft and crew which is not on the Company's Air Operator's Certificate (AOC).
25. BASE - means an airport designated by the Company as a Base of operations.
26. CAPTAIN or PILOT IN COMMAND (PIC) - means a Pilot who is in command of the aircraft while on duty, and who is properly qualified and designated by the Company to serve as, and holds currently effective Transport Canada or other Governmental certificates authorizing him to serve as such Captain.
27. DATE OF HIRE - means the day of the first revenue flight.
28. DEADHEADING - means the positioning for operational reasons of a non-operating Flight Crew Member from one location to another at the Company's request.
29. DUTY TIME - means time on Duty.
30. Reserve duty period – means the period of time that begins at the time that a flight crew member on reserve is available to report for flight duty and ends at the time that the flight duty period ends.
31. Flight crew member on standby – means a flight crew member who has been designated by an air operator to remain at a specified location in order to be available to report for flight duty on notice of one hour or less.
32. EQUIPMENT: shall mean the type of aircraft to which a Flight Crew Member is currently assigned.
33. FIRST OFFICER (FO): shall mean a Pilot who is second in command of an aircraft while on duty and whose duty is to assist or relieve the Captain, and who is properly qualified to serve as and hold currently effective Transport Canada and other Governmental certificates authorizing him to serve as such First Officer.

34. FLIGHT CREW MEMBER ("FCM") - means a Flight Crew Member who is required to hold the appropriate pilots license in order to carry out his duties and who holds a seniority number on the master seniority list.
35. CLASSIFICATION - means a Captain or First Officer.
36. Position – means same as Classification.
37. QUALIFIED - means having met the standards required by Transport Canada and the Company for the equipment or position.
38. Designated holiday - means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a holiday in this agreement. Any shift in which the majority of time is worked in this period shall be deemed in its entirety to fall within this period. Any shift in which the majority of time is worked outside of this period shall be deemed in its entirety to fall outside of this period.
39. VACATION DAY - means a twenty-four (24) hour period free from duty at the FCM's home base during which an FCM is not scheduled for any of the following:
- Flight duty,
  - Training,
  - Reserve duty,
  - Meetings,
  - GDO, or
  - Any other form of work for the Company.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1** The Union acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and to direct the FCMs and, without restricting the generality of the foregoing, to:
- (a) Maintain order, discipline, efficiency, and set qualifications;
  - (b) Hire, retain, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline FCMs for just cause subject to the right of FCMs to grieve to the extent and manner provided herein if the specific provisions of this Agreement, and/or relevant statutes, are violated in the exercise of these rights;
  - (c) Generally, to manage the enterprise in which the Company is engaged without restricting the generality of the foregoing, to plan, direct and control operations, to direct the workforce, to determine the number and location of facilities, to determine the quality of service and processes, methods of procedures to be employed, to determine the direction of the workforce, the schedules of work, and methods necessary to perform any service that may be required to manage the enterprise and its business, to establish schedules, standards of performance, to select, procure and control supplies, materials, products and

produce, to determine the extension, limitation, curtailment or cessation of operations, to determine the number of hours to be worked, starting and quitting times;

- (d) Issue and enforce from time to time such reasonable rules and regulations, as the Company deems necessary to ensure the successful operation of its business. Breach of any such rules by an FCM may be cause for disciplinary action;
- (e) Limit, suspend or cease operations or make necessary arrangements due to a change in the Company's policies; and
- (f) Discipline and discharge probationary FCMs for any reason provided only that such decision is not discriminatory, arbitrary or made in bad faith.

## **ARTICLE 5 - UNION RELATIONS**

**5.1** This Agreement will be administered and applied to all Employees. The parties further agree that there shall be no intimidation of and no discrimination against an Employee by the Company in accordance with applicable legislation including, but not limited to, the *Canada Labour Code* and *Canadian Human Rights Act*.

**5.2** The Company agrees to recognize duly elected or appointed Union Stewards. The Company agrees to recognize only those Stewards whose names have been submitted in writing to the Company by the Union.

**5.3** The Company agrees to recognize certain committees to be comprised of Union Stewards included in 5.2 above to participate in meetings as follows:

Union/Management quarterly meetings. (1 District Chairperson UMHQ meetings)

Grievance meetings. (1 Steward from the affected Base may attend the grievance meeting)

Negotiating meetings. (3 Stewards of the Union choice to attend Collective Bargaining)

Other meetings as mutually agreed

**5.4** Grievance Meetings and Union/Management quarterly meetings scheduled during a Union Stewards regular hours of work, will not result in their wages reduced for attending meetings pursuant to Article 5.3 above and these meetings will not be subject to any additional pay or premiums and will be scheduled in cooperation between the Union Stewards and the Company so as not to compromise any flight operations. Union stewards on duty will require approval of their supervisor before attending any meeting. For negotiating meetings, the Company will ensure there is no loss of salary and will be reimbursed by the Union on a pro-rated basis.

**5.5** A Union Steward may, with the permission of their Supervisor, leave their regular duties to investigate grievances and perform other duties under the Collective Agreement provided such temporary absences do not compromise any flight operations.



**5.6** The Company recognizes the Local and National Representative of the Union and their presence at any of the meetings as set out in this Article.

**5.7** The Company will provide virtual bulletin boards accessible to all bases, which may be used by the Union in posting notices of Union information and activities. Postings shall be sent to a designated employer representative. Approvals will not be unreasonably denied.

**5.8** The Company will email the Union Information on commercial hours flown by the Chief Pilot, on a monthly basis should there be any hours to report. This information will be presented in a Microsoft Excel compatible format.

**5.9** On a Quarterly basis, the Company shall furnish to the Union a digital Microsoft Excel compatible list of all active and inactive FCMs which includes their:

- Full Name
- Phone Number
- Mailing Address
- Personal Email Address and Company Email Address
- Employee (FCM) Number
- Employment Start Date
- Employment End Date
- Employment Status
- Class Seniority Number
- First Revenue Flight
- First Revenue Flight Post Upgrade
- Home Base
- Position
- Aircraft

**5.10 UNION DUES**

(a) The Company agrees to deduct once a month from the salary due and payable to each FCM covered by Article 2.1 an amount equal to the monthly Union dues determined from time to time by the Union pursuant to its constitution. The total amount of such dues deductions shall be remitted by the Company, together with a list of names of FCMs from whom the deductions were made, to the Secretary Treasurer of Local Union, not later than the 15th day of the month following the month in which the dues are deducted. Union dues shall be 1.35% of a worker's regular wage with respect to regularly scheduled hours.

(b) Regular pay does not include overtime, Workers Compensation benefits, relocation, termination or severance pay. The Company shall furnish to the Union on at least a monthly basis a complete dues listing including:

- (i) The names and employee numbers of all active and inactive employees;
- (ii) The Union seniority dates of each employee;

- (iii) The status of the employee – i.e., Full time/Part Time;
- (iv) The amount of dues deducted for each employee;
- (v) The initiation fees applied and on what date for the new employees hired in the month;
- (vi) The relevant rate of pay and job classification for each employee;
- (vii) The number of hours upon which union dues were calculated;
- (viii) The dates and pay periods covered by the report;
- (ix) A reason for no deductions, (e.g., WSIB, layoff, termination, etc.)

Note:

\*\* The local will send a letter to Skylink advising of the fee amount, dues collection process etc.

**5.11** The Union agrees to provide 60 days advance notice to the Company of any change in its dues structure.

**5.12** Every FCM who is now or hereafter will become a member of the Union shall maintain membership in the Union as a condition of employment, and every new FCM whose employment commences hereafter shall, within thirty (30) days of flying their first revenue generating flight, apply for and maintain membership in the Union as a condition of employment. In the event an FCM loses membership in the Union, they shall continue to authorize remittance of Union dues so long as their employment continues

**5.13** The Company shall not be responsible financially or otherwise, either to the Union, or to any FCM for any failure to make deductions or for making improper deductions or remittances. However, in any instances in which an error occurs in the amount of any deduction of dues from a FCM's wages, the Company shall adjust the amount on the next subsequent remittance. The Company's liability for any and all amounts deducted pursuant to this Section shall terminate at the time it remits payment to the Union.

## **ARTICLE 6 - NEW AIRCRAFT TYPE**

**6.1** When the Company intends to operate a new aircraft type, it shall advise the Union in writing as soon as practically possible.

**6.2** If the Company implements, during the life of this Agreement, a new aircraft type not currently covered by this Agreement the Company will advise the Union. The Company will set the Salary based on prevailing market conditions. If the Union disagrees with the salary established by the Company, the Union shall advise the Company in writing of its desire negotiate a change in Salary. If agreement is not reached between the parties within thirty (30) days of the written notice, the matter may be referred, for determination, to Arbitration in accordance with Article 23. If the salary for the job is changed as a result of negotiations or an arbitrator's decision, the revised salary shall be paid retroactively to the date the Employee was assigned to the new job.

**6.3** New aircraft types shall be considered vacancies and subject to the provisions of Article 10. New Aircraft types will not include aircrafts within a same grouping.

**6.4** If a successful bidder on a vacancy for the new aircraft type does not possess the required technical qualifications, the Company shall provide them with training for the opportunity to obtain an aircraft type rating and a PPC on the aircraft concerned.

Note: With respect to new aircraft types, the parties recognize that the Company may have to hire external pilots who are certified to fly the new aircraft in order to initially meet customer and Transport Canada experience requirements. However, the Company agrees that there will be upgrade opportunities for bargaining unit pilots once the Company is capable of providing training on the new aircraft type

**6.5** Wet Leasing – Outside Operators - Contracting Out

**6.6** 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). The Company will only engage in a Wet Lease when it doesn't have the appropriate equipment or roster depth of FCM's to address a customer request

**6.7** No FCM will be displaced from a Permanent Base Position or laid off due to the Company Wet leasing an aircraft type the company currently operates.

**6.8** The Company shall notify the Union as soon as reasonably possible when it intends to engage in a Wet Lease and advise the Local Union of the crewing requirements associated.

**6.9** If a FCM is laid off at a base as a result of a wet lease, the impacted employee(s) will have the following options:

- (a) Provided the FCM applies for and is granted Employment Insurance benefits, the Company will top up the FCM's salary for a period of up to eight (8) weeks. The top up will amount to the difference between what the FCM receives in Employment Insurance benefits and the FCM's regular salary. Once the eight (8) weeks is exhausted, the Employee will be temporarily laid off pursuant to Article 11; or
- (b) The impacted FCM(s) may simply forgo the temporary layoff process and elect to be permanently laid off.
- (c) The impacted FCM(s) may exercise their right to bump the most junior employee in the bargaining unit, pursuant to the process outlined in Article 11.5(3).

With respect to Article 6.9(a), should an FCM be recalled, pursuant to Article 11.10, and reject the opportunity to return to work, top up payments will cease and the FCM will be subject to the provisions in Article 11. Additionally, the Parties agree that payments will be retroactively paid to the first EI payment made after the waiting period.

**6.10** If a FCM is laid off at a base as a result of the Company leasing or acquiring a type of aircraft that it currently does not have at the base in order to meet customer demands, the impacted FCM(s) will have the following options:

- (a) Provided the FCM applies for and is granted Employment Insurance benefits, the Company will top up the FCM's salary for a period of up to eight (8) weeks. The top up will amount to the difference between what the FCM receives in Employment Insurance benefits and the FCM's regular salary. Once the eight (8) weeks is exhausted, the Employee will be temporarily laid off pursuant to Article 11; or
- (b) The impacted FCM (s) may simply forgo the temporary layoff process and elect to be permanently laid off.
- (c) The impacted FCM(s) may exercise their right to bump the most junior employee in the bargaining unit, pursuant to the process outlined in Article 11.5(3).
- (d) Up to two impacted FCM(s) per new aircraft will be given automatic opportunity to become a first officer on the new aircraft based on seniority. First preference will be provided to Captains who have been impacted by the layoff. Captains will maintain their rate of pay until they are provided with an opportunity to fly as a Captain anywhere in the bargaining unit. Should the Captain reject the opportunity and elect to maintain flying as a first officer, the Captain will be paid pursuant to the applicable first officer rate for that aircraft type.
- (e) Impacted FCM(s) will be given opportunity to select from any other vacancy in the entire bargaining unit without regard to the posting process. Opportunities to select from vacancies will be based on seniority. Preference will be provided to Captains.

With respect to Article 6.10(a), should an FCM be recalled, pursuant to Article 11, and reject the opportunity to return to work, top up payments will cease and the FCM will be subject to the provisions in Article 11.

**6.11** With respect to Article 6.9 and 6.10, the FCM must make an election of their choice within seven (7) calendar days of being notified of their layoff.

## **ARTICLE 7 – SYSTEM SENIORITY**

- 7.1** Seniority shall accrue from the first revenue generating flight and will continue to accrue except as otherwise provided for in this Agreement.
- 7.2** The parties to this Agreement will create and agree to an initial seniority list, which will be available to establish a baseline for future reference. Seniority on the flight crew seniority list will begin to accrue from the individual's most recent first revenue generating flight with the Company.
- 7.3** Any Flight Crew Member who is not on the seniority list as of date of ratification of the first Agreement shall not have their name entered onto any Seniority List until their date of entry into the bargaining unit is established. Date of entry shall be the date of the Flight Crew Member's first revenue generating flight.

- 7.4** All Flight Crew Members in the bargaining unit shall have their names posted on both a Master Seniority List and a Base Seniority List. The Master Seniority List and Base Seniority List shall contain, in order of flight crew seniority, the names of all Flight Crew Members and their respective most recent date of hire (first revenue flight).
- 7.5** When two or more Flight Crew Members start their first revenue flight the same date, precedence and position on the Master Seniority List and Base Seniority List will be determined by the start time of the first revenue flight, as determined by the flight log.
- 7.6** A Flight Crew Member shall be permitted a period of thirty (30) calendar days after the publishing of the Master Seniority List and Base Seniority List within which to protest in writing, to the Director of Flight Operations or their designate and the Union of their seniority complaint.
- 7.7** The Company will maintain a Master Seniority List and Base Seniority List. The Master Seniority List and Base Seniority List shall be published bi-annually on April 1st and Nov 1st.
- 7.8** A Flight Crew Member will retain and accrue seniority unless they:
- (a) resign, or are terminated for just cause;
  - (b) accepts a position of a Manager or a rank above Assistant Chief Pilot;
  - (c) are on layoff for a period longer than twelve (12) consecutive months;
  - (d) fail to return from layoff under the recall procedure Article 11;
  - (e) retire;

## **ARTICLE 8 – MANAGEMENT FLYING**

- 8.1** Displacement flying occurs when a Flight Crew Member who has been scheduled for and is ready to fly is displaced by a Management Crew Member, flying to retain currency. If displaced, there would be no loss of pay for the FCM and the displacement would have no impact on the FCM's schedule for the remaining shifts in the same week unless the FCM otherwise agrees to a change in schedule. If displacement flying occurs, the scheduled Flight Crew Member will be credited with the scheduled days so displaced. A Flight Crew Member so displaced can be re-assigned on the day(s) originally scheduled, provided such re-assignment shall only be within the original scheduled times and does not interfere with scheduled days off or their next scheduled flight.
- 8.2** For the purpose of this Article, the following positions shall include:
- (a) Managers of Flight Operations;
  - (b) Chief Pilots;

## **ARTICLE 9 – PROBATION**

- 9.1** A new Flight Crew Member shall be required to serve a probationary period of one hundred and twenty (120) calendar days commencing at the completion of the first revenue generating flight. No Flight Crew Member shall be required to serve more than one probationary period unless mutually agreed upon between the Company and Union. An Employee may have their employment terminated within the probationary period provided the Company decision to terminate is not arbitrary, discriminatory or in bad faith in nature.
- 9.2** A Union Steward will be allowed to attend a scheduled meeting by the Company during the probationary period in order to familiarize the newly hired FCMs as a group with the Union and the Collective Agreement.
- 9.3** Employees in the bargaining unit will endeavour to provide at least 14 days notice prior to resignation of employment.

## **ARTICLE 10 – VACANCY**

### **10.1 FILLING OF PERMANENT VACANCIES**

- 10.2** To be eligible for a vacancy for which the Company posts (including upgrades between classifications) or a newly created job classification, a Flight Crew Member must have successfully completed their probationary period. With notice to the Union, the Company may waive the requirement for the successful completion of the probationary period so that an employee may be able to apply for the posting. The Company will not exercise this discretion in a manner that is arbitrary or done in bad faith.
- 10.3** When a vacancy (including upgrades between classifications) exists that the Company intends to post, either on existing equipment or with the implementation of new or replaced equipment, the Company shall post a notice of the vacancy or newly created job classification which will include, without limitation, the aircraft type as well as the number of vacancies. Notice will be provided through company email to all pilots, and will be posted for a minimum of five (5) calendar days. If the vacancy is caused by a termination with cause, upgrade, or by resignation of employment with less than 14 calendar days notice, the Parties agree that the timelines in this provision can be reduced to waived. Copies of such notices will be sent to the Union. Flight Crew Members may bid on a vacancy by providing notice through company email to the chief pilot during the five (5) calendar day bidding period. The Parties agree that through the Union's efforts to canvass interest from employees within the bargaining unit, the five (5) day bidding period may be reduced upon consent of the union. In order to avoid excessive cascading of vacant positions, the timeline will be reduced to one (1) day for the second vacancy that could arise as a result of the initial vacancy being filled. Subsequent vacancies, caused by the filling of the initial vacancy can be filled at the discretion of the Company.
- 10.4** The Company will consider the qualifications, ability and skill of all applicants to the vacancy. Where they are equal, the applicant with the most seniority on the Master Seniority List will be selected. Subject to 10.3, if the Company receives no applications

for a vacancy from an FCM with the requisite qualifications, skills and ability to receive training for the vacancy, the Company may hire to fill the vacancy externally.

- 10.5** Once a vacancy has been awarded, a Flight Crew Member may under extenuating circumstances, and within forty-eight (48) hours of receipt of the job, request that the Company release the Flight Crew Member from the awarded assignment. Such requests must be submitted to the Chief Pilot with a detailed summary of the extenuating circumstances with a copy to the Union. Requests will not be unreasonably denied.
- 10.6** An FCM may only apply for and accept a permanent vacancy outside of their current base one (1) time during a three hundred and sixty-five (365) calendar day period.

Once an FCM is awarded and accepts a permanent vacancy at a different base, the company shall facilitate the transfer (without costs) to the new base as soon as reasonably possible. Should the company, due to operational requirements, not be able to action the transfer immediately, notice through company email will be provided to the FCM with a copy to the Union. An FCM will not be held in their current base for a period longer than thirty (30) calendar days from the anticipated start date outlined in the job posting.

#### **10.7 TEMPORARY ASSIGNMENTS**

With respect to Temporary Assignments, the Parties agree as follows:

- 10.8** Vacancies will be considered temporary, and designated as Temporary Assignments under the following conditions:

(i) When the Company and Union mutually agree that a requirement for an additional FCM at a base is for a period of between two (2) weeks and six (6) months;

OR

(ii) When a vacancy is created by sickness or injury provided that the absence is longer than two (2) weeks and not expected to exceed twelve (12) months.

Forced Temporary Assignments

(iii) Any assignment that is greater than ninety-six (96) hours but less than or equal to two (2) weeks shall be filled by first canvassing FCM's volunteers in seniority order at the base. If there are no volunteers, the FCM with the lowest seniority at the base must accept the assignment.

(iv) An assignment of 96-hours or less shall be filled at the Company's sole discretion and Article 10 shall not apply to such an assignment.

- 10.9** Temporary Assignments, in excess of two (2) weeks, will be posted at a base selected by the Company for five (5) calendar days and will be awarded to the most senior FCM who applies, in accordance with the Base Seniority List at the base selected by the Company, provided the FCM is qualified. If nobody applies, the most junior active FCM at a base selected by the Company will be required to fill the temporary posting.

- 10.10** An FCM, other than the most junior qualified **(active)** in that position, shall not be temporarily assigned to another established Base without their consent.
- 10.11** Temporary assignments within an established Base which remain in effect after twelve (12) months shall be regarded as permanent unless mutually agreed otherwise between the Company and the Union. When such assignments become permanent the position will be filled in accordance with Article 10.1.
- 10.12** FCMs on temporary assignment at another established Base and FCMs assigned to a temporary Base will be provided with transportation and lodging as determined and arranged for by the Company and where applicable, in accordance with CARS. Additionally, the Company will provide each FCM on a temporary assignment with a per diem in accordance with the per diem amounts in Article 18.1.
- 10.13** A FCM on Temporary Assignment at another established Base will be returned to their home Base during scheduled days off if economically feasible. Economic feasibility will be determined by the difference in expenses from returning to home Base versus remaining at the established Base. If the FCM remains at the established Base during their scheduled days off, reimbursement for living expenses will be continued. In the case of a forced Temporary Assignment a crewmember will be entitled to an additional 48-hour block off in a month at their home base.
- 10.14** At the termination of the Temporary Bid Assignment, the FCM will be returned to their permanent base.
- 10.15** When a FCM is absent for more than twelve (12) months due to sickness or injury and subsequently returns to line flying, they will have the right to bid to a vacancy in accordance with their seniority or provided their seniority permits, shall have the right to return to their previous equipment, position and base. The Company will not incur any moving costs which result from the FCM's return to work.

## **10.16 BASES**

### **10.17 Company Establishment of a New Base(s)**

The establishment of a new Base(s) by the Company will be communicated to the Union in as timely a manner as possible. The crewing of said Base(s) will be established in consultation with the Union and shall take into consideration the following:

- (a) Volunteers in order of seniority, classification;
- (b) New hires at the new Base.
- (c) Operations of the Employer

### **10.18 Company Relocation of an Existing Base(s)**

The relocation to a new Base(s) by the Company will be communicated to the Union in as timely a manner as possible. The crewing of said Base(s) will be established in consultation with the Union and shall take into consideration the following:



- (a) Volunteers from the affected Base in order of seniority, classification;
- (b) New hires at the new Base.

### **10.19 TEMPORARY BASE**

**10.20** The Company after consultation with the Union may establish temporary Bases when operationally required. A Temporary Base will only exist for twelve (12) months. Should the Company wish to extend the twelve (12) month period, it must be mutually agreed to by the Union and Company.

## **ARTICLE 11 – LAYOFF AND RECALL**

### **11.1 LAYOFF**

**11.2** The Company will provide the Union with thirty (30) days' notice in the event of full or partial business closure. Layoff notice to Employees shall be provided at least two (2) weeks' notice prior to such layoff taking effect or two (2) weeks' pay in lieu of such notice.

**11.3** The Company will determine the timing of any layoff and the type(s) of equipment in which layoffs are required. Layoffs will occur at the affected base, within equipment type, on the basis of reverse seniority by classification of the Employees flying that equipment type at the affected base.

**11.4** When layoffs occur, the Company will advise the Union in writing of the number of Flight Crew Members to be laid off, and the equipment to be affected, the date(s) on which the layoffs will become effective, and the reasons(s) for the layoffs. One (1) copy of all layoff notices will be sent to the Union.

**11.5** Any FCM adversely affected due to a reduction at their base shall have the right to either accept layoff or bump pursuant to the three options outlined below:

- (i) Displace a more junior FCM in their position or in a lower position on the same aircraft type and at their base.

Example 1: Captain B1900 displaces a junior Captain on a B1900 / YVR or First Officer on a B1900/YVR.

- (ii) Displace a more junior FCM in a lower paying position on a different aircraft type, at their base.

Example 1: Captain B1900/YVR displaces a junior Captain on a Caravan / YVR.

Example 2: Captain on a Caravan/YVR displaces a junior FO on a B1900.

- (iii) Displace the most junior FCM in the bargaining unit.

**11.6** Any Flight Crew Member displaced by a more senior Flight Crew Member shall have the same right to exercise his Flight Crew seniority as outlined in Article 11.

- 11.7** A Flight Crew Member who is adversely affected by a staff reduction as outlined in Article 11 will advise the Company with respect to their choice of options within seven (7) calendar days of receipt of notice of the layoff. The employee may be required to report to their new position within thirty (30) calendar days should the employee accept a position at a different base through the layoff process. If an employee is accepting a position at his/her existing base through the layoff process, the employee is required to work pursuant to the schedule.
- 11.8** If a FCM chooses to displace the most junior FCM in the bargaining unit and is required to report to a different base less than 28 days after the FCM informs the Company of their choice, the FCM will receive one week off work within 28 days of their reporting date to facilitate their move to the new base.
- 11.9** The Company agrees not to increase the number of managers who perform bargaining unit work resulting in a lay off of bargaining unit members.
- 11.10 RECALL**
- 11.11** When a vacancy occurs at a base where a Flight Crew Member has been laid off or displaced the following sequential procedure will be used until the vacancy is filled:
- (a) offer the vacancy in seniority order to those Flight Crew Members laid off or displaced from that position and equipment.
  - (b) fill the vacancy through the Posting language.
- 11.12** Should a FCM, who is on temporary layoff, refuse a recall to their former position and base, as per Article 11(a), they shall lose the right of recall to that base.
- 11.13** The Company will send a recall notice to the affected FCM on layoff at the base via email to their last personal email addresses on file with the Company, which shall be provided by the affected FCM to the Company at the time of layoff. The recall notice will contain the location and reporting date, which date will be at least fourteen (14) days calendar days from the date of delivery of the recall notice.
- 11.14** All Flight Crew Members on layoff must advise the Company of their desire to return from recall within five (5) calendar days from the date of the email time stamp of the recall notice and be available to report on the reporting date contained in the recall notice. If there are more employees wanting to return from layoff than there are vacant positions, seniority will govern. Within the three (3) subsequent calendar days, the Company will provide written notification via email to their last personal email addresses on file with the Company confirming the recall.
- 11.15** Flight Crew Members on laid off status who refuse to return to work from recall will be deemed to have waived any and all recall rights and as such shall be deemed to have abandoned their employment and shall have their employment terminated.

## **ARTICLE 12 – TRAINING**

### **12.1 GENERAL TRAINING**

**12.2** After the hire date (first revenue generating flight), the Parties agree training includes, but is not limited to, initial and recurrent ground school, simulator and flight training, fully paid for by the Company.

Prior to the hire date (first revenue generating flight), the Parties agree that the Employer's Air Crew Training Agreement(s) will be applicable. Attached as Appendix B.

**12.3** After the hire date (first revenue generating flight), each training day and/or simulator day will be treated as a work day. When a training day or simulator day occurs on a GDO the day will be credited back to the FCM within sixty (60) days or to a mutually agreeable date.

**12.4** The Company will provide as much notice as is reasonably possible, but not less than seven (7) calendar days for all training, and without limitation, for all PPC, and check rides. In the event that additional training must be received in order to conduct an IFR or PPC check, the Company will give as much notice as possible to the Flight Crew Member. In case of cancellation due to uncontrollable scenarios (e.g. illness, weather, or mechanical etc.), the Company will re-schedule as soon as practical.

**12.5** The Company will endeavour to notify Flight Crew Members of all training posted on their schedules and wherever possible, provide a minimum of 14 days prior to the training date. This notice period is not applicable for re-scheduled of training. If a scheduled training date conflicts with a personal commitment, the Chief Pilot will endeavor to establish a release for the affected Flight Crew Member. Training cannot be unduly delayed as it is the responsibility of the FCM to ensure they have participated in the appropriate training program prior to expiry of flight qualification.

### **12.6 FAILURE TO QUALIFY – IFR/PPC RENEWAL**

**12.7** A Flight Crew Member who fails to demonstrate the required proficiency on an PPC renewal will be subject to the following:

- (a) They will be given additional training in the sequence that the required proficiency was not demonstrated followed by the appropriate PPC renewal.
- (b) In the training referred to above, the Flight Crew Member will have the option of having any additional training conducted by a different Qualified Instructor if available.
- (c) 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 Flight Crew Member.

**12.8** If the Flight Crew Member fails a second attempt, the Chief Pilot or their designate will review their ongoing employment status in consultation with the Union and the Chief Pilot or their designate shall advise the Flight Crew Member in writing within ten (10) calendar days of the Company's ultimate decision as to whether the Flight Crew Member

is to be deemed to have been terminated for just cause, with no recourse to Article 22 Grievance or 23 Arbitration.

## **12.9 FAILURE TO QUALIFY FOR A NEW TYPE OF AIRCRAFT OR AN UPGRADE**

**12.10** A Flight Crew Member who fails to demonstrate the required proficiency at any stage of training or check ride will be subject to the following:

- (a) They will be given reasonable additional training in the area in which the required proficiency was not demonstrated, followed by the appropriate evaluation.
- (b) A Flight Crew Member who still does not demonstrate the required proficiencies as required by the Company will return to their former job classification and equipment, if there is a present vacancy in said job classification and equipment, failing which the Flight Crew Member will be placed on layoff.
- (c) Any Flight Crew Member returned to their former job classification in accordance with subparagraph (b) above, will not be eligible to bid on a vacancy or change in job classification status for a period of not less than twelve (12) months, albeit the Company reserves, in its sole and unilateral discretion, to waive such requirement.

### **NOTE:**

Except for reasons beyond the Flight Crew Members control, if training is stopped at any time during a recurrent or an initial training session by the Flight Crew Member, it will be considered a failure.

## **12.11 CRITERIA GOVERNING UPGRADES**

**12.12** The Company will endeavour to offer bargaining unit Flight Crew Members the opportunity for upgrades on existing equipment types operated by the Company, prior to hiring a Pilot from outside the Company.

**12.13** Prior to approving a Flight Crew Member for upgrade training, the Company will conduct the following assessment:

- (a) The Flight Crew Members file will be reviewed to determine if past evaluation ride reports support the performance expected of that position.
- (b) The Director of Flight Operations or his designate may seek written reports from Captains and Approved Check Pilot with whom the candidate has flown to obtain their assessment on the candidate's suitability for the upgrade.

**12.14** The results of the above process, together with the assessments of the Director of Flight Operations and the appropriate Flight Operations personnel, which will be administered in a non-discriminatory or arbitrary manner, will form the basis of the decision to approve or deny the upgrade training.

**12.15** If the candidate is judged by the Company to not be ready, the Company's decision together with specific reasons for denial of their bid will be conveyed in writing to the

candidate and the Union upon request. The Company's decision and may be the subject of a grievance. The Company will not be required to respond in writing to any candidate who does not have the required minimum hours as outlined in Article 12.18.

**12.16** The Company may amend the established upgrade requirements in 12.18 with notice to the Union.

**12.17 MINIMUM QUALIFICATION REQUIREMENTS**

**12.18** The following minimum requirements normally will be met prior to a Flight Crew Member being eligible for upgrade.

These qualifications must be held at the time of the position award.

"Upgrade" refers to a Flight Crew Member advancing from First Officer to Captain on the same type aircraft or a Flight Crew Member qualifying on a different type aircraft.

In addition to these criteria, for upgrade, due consideration will be given by the Company to command suitability, general conduct and demonstrated ability in training and line flying. The Chief Pilot, in consultation with the training and checking staff, will have the final determination as to a candidate's suitability to undertake upgrade training. A candidate not recommended for upgrade training will not have the option to bypass this assessment and attempt an upgrade. Those candidates assessed as suitable will be awarded positions in accordance with Article 10.

**B1900 Training Captains:**

Canadian Airline Transport Pilot's Licence

2500 hours total time

1000 hours multi-engine turbine

Experience on 1900 or similar type preferred

**B1900 Captains:**

Canadian Airline Transport Pilot's Licence

2000 hours total time

500 hours multi-engine turbine

Experience on 1900 or similar type preferred

**B1900 First Officers:**

Canadian Commercial Pilot's Licence

Successful completion of IATRA or ATPL written exam

800 hours total time

75 hours multi-engine airplane

Experience on 1900 or similar type preferred

FO time on SkyLink 1900 reduces total time minus for Captain upgrades

**C208 Captains:**

Canadian Commercial Pilot's Licence

1000 hours total time airplane preferred

Experience on 208 or similar type preferred

Note: Minimum qualifications and experience requirements necessary to hold any position may be waived or reduced as outlined in the job posting only at the discretion of the Chief Pilot or his designate to satisfy changing operating conditions.

**12.19 TRAINING CONTRACTS**

**12.20** The purpose of a training contract agreement, or training bond, is to provide financial protection to the Company in the event a Pilot leaves employment during the term of the training agreement. The parties to this Agreement agree that the Company will maintain its practice of providing training to Pilots, subject to the Pilot's signing of the Company's training contract of which the format may be amended by the Employer from time to time. See attached at Appendix B for a copy of the current training contract at time of ratification, which may be amended from time to time, with notice to the Union.

**ARTICLE 13 - FLIGHT CREW MEMBERS' MONTHLY SCHEDULES**

- 13.1** The Company will determine appropriate staffing levels and coverage and will prepare a work schedule covering a four (4) week, twenty-eight (28) day period. The work schedule will then be posted and provided electronically to all Pilots.
- 13.2** The finalized work schedules shall be posted by the Company and provided electronically to all flight crewmembers no later than the 14 days prior to the implementation of the new schedule.
- 13.3** In the event a Pilot has training, vacation, or other authorized absences during the schedule period, the Company will select a block for the Pilot appropriate to the approved training, or authorized absence, and operational requirements.
- 13.4** In the event that Transport Canada institutes revisions to the CARS with respect to flight and duty time limitations, the Company will undertake to discuss with the Union the effect of any changes on Flight Crew Members schedules. This discussion would take place in advance of the effective date of the regulations, if possible.

**ARTICLE 14 - HOURS OF SERVICE**

Duty periods are defined by Canadian Aviation Regulations (CARs), as may be amended from time to time.

#### **14.1 Contingency Assignments (Reserve and Standby)**

“Contingency” will be defined as the CARs-defined “reserve” and “Standby” or it’s equivalent in CARs, will be scheduled and implemented as per CARs.

**14.2** For the purposes of scheduling found in Article 13, Contingency shall be published and begin at such time as determined by the Company.

**14.3** FCM’s on Contingency will be activated at Company discretion in order of seniority. The FCM on Contingency for the required period with the highest seniority will have the first right to refuse a reserve Assignment if there are junior pilots to him on Contingency on the same duty period.

Example:

There are three (3) FCMs on Contingency on a given duty period. The most senior FCM will be called first for activation during that duty period, and if they refuse then the next most senior FCM will be called for the activation, and if they refuse-then the third most senior FCM must accept the activation.

**14.4** When the need arises, the Company will attempt to contact the FCM by making no more than two phone calls ten (10) minutes between calls and will leave a message, where possible. If the FCM has not made contact within 10 minutes of the second call, the FCM will be deemed unavailable to report for duty. FCMs are expected to respond to all Contingency calls and report to the airport as required. Repeated instances of unavailability may be treated as a performance issue. As a precautionary measure and to ensure there is no delay, multiple FCM’s can be contacted concurrently and the Company does not have to wait to hear back from the initial FCM prior to making another call to another FCM.

**14.5** When an FCM is activated from reserve; they shall report for duty as soon as possible but not more than 65 minutes from the time of notification (in accordance with CARs). To meet customer’s needs, FCMs on reserve should take necessary steps to report for duty with the goal of being airborne as soon as practicable.

**14.6** Pursuant to Article 13, each FCM will have eight (8) GDOs available per schedule period. It is agreed and understood that such days are guaranteed insofar as operational requirements were known at the time that the schedule was posted and confirmed. When a FCM is required to work on a GDO, that FCM will be paid at 1.5 times the applicable hourly-rate in addition to maintenance of regular salary.

**14.7** In unforeseen circumstances, where a duty period extends into the scheduled GDO, the FCM will continue to operate the flight and the GDO will commence immediately after the flight for a period of not less than twenty-four (24) hours.

**14.8** On the date of a FCM PPC flight, prior to the stated FCM PPC flight assignment, the Company will endeavor to limit other FCM flight assignments to training, positioning to the PPC location, and/or deadheading to the PPC location.

## **14.9 Shift Trading**

Flight Crew Members may request a shift trade from the Chief Pilot or Director of Flight Operations. All requests for a shift trade must be made with a minimum of 72 hours notice. All shift trades must be approved in advance by the Chief Pilot or Director of Flight Operations or delegate. The Employer agrees that FCM shift trade requests will not be unreasonably denied.

## **14.10 TWO CAPTAINS FLYING TOGETHER**

When two captains are flying together, the captain who has the most seniority in that classification shall be in charge of the flight, unless; prior to the flight, both FCM's mutually agree otherwise or the Company directs otherwise for the purpose of maintaining right seat qualifications. The Captain flying in the right seat must be right seat qualified.

**14.11** When two captains are flying together, and one of the captains is a management pilot, the management pilot shall be in charge of the flight, unless; prior to the flight, the management pilot advises the other captain that they are in charge.

## **ARTICLE 15 - TRANSPORT CANADA REQUIRED MEDICAL EXAMINATIONS**

**15.1** 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.

**15.2** For the Transport Canada required medical, a FCM can choose their Civil Aviation Medical Examiner (CAME).

**15.3** If an FCM is employed with the Company for two years or more, the Company will reimburse the FCM for the reasonable cost of the of the periodic physical and electrocardiogram examinations required for license endorsement with a CAME up to a maximum of \$200 per year.

**15.4** FCM's will attempt to schedule necessary Transport Canada medical appointments outside of scheduled work time. Where this cannot be done, provided the FCM used up all available Personal Leave, the FCM will be granted limited time off work with pay to attend to such appointment. The Parties agree that when the Employer is paying for the time off work to attend the appointment, the FCM may be required to work prior to and/or after. Due to increased daily operational needs during Courier Client's Peak Season, all FCMs are required to pre-plan their aviation medicals outside the months of November and December. The FCM will notify the Company of any planned aviation medical during scheduled work time in advance of the posting of the 28-day schedule where the aviation medical falls.

**15.5** Upon completion of the Transport Canada medical examination for the renewal of a Medical Certificate, the FCM shall provide the Company with their medical status (fit or unfit) with a copy of the Medical Certificate validation along with any conditions or limitations associated with the Medical Certificate validation.



## **15.6 Company Required Medical Examination**

Where the Company has established reasonable grounds to question the medical fitness of a FCM to perform their duties, a FCM may be required to undergo an examination by a CAME of the Company's choosing at the FCMs base, to determine whether the FCM is medically fit to perform their duties. Nothing in this Agreement shall preclude a CAME from exercising their discretion to refer to any other medical professional, specialist or otherwise.

- 15.7** The Company shall provide a letter to the FCM with the reason(s) for the examination request
- 15.8** An active FCM (which does not include an FCM on a leave of absence or attempting to return from a leave of absence) who is required to undergo a medical examination pursuant to Article 15.7 above shall be held out of service with no loss of pay up to and including the date of said medical examination. Should the CAME not sign off the FCM as medically fit, the FCM will be placed on an unpaid medical leave of absence until the CAME and Transport Canada reinstates the FCM's medical validation certificate. Employees may be eligible to apply disability insurance from the government.
- 15.9** The cost of any examination required by the Company under Article 15.7 shall be paid by the Company.
- 15.10** A FCM unfit for Duty shall advise Crew Scheduling at least one (1) hour prior to assignment start time. Crew Scheduling shall remove a FCM from the Duty
- 15.11** With respect to the CAME, medical information will be confidential between the FCM and their Physician. It is the responsibility of the FCM to provide all relevant information to the CAME. For clarity, this Article does not excuse an FCM from providing documentation to the Company outlining any medical limitations or restrictions on their medical certificate, as per CARs, and/or as part of the accommodation process.

## **ARTICLE 16 - OVERTIME**

- 16.1** For the purposes of calculating overtime, the parties will apply the definition of "hours of work" pursuant to CARS based on a 28 day crew schedule period. It is agreed that all employees will be entitled to overtime after their hours of work threshold reaches 160 hours in a 28 day crew schedule period. Overtime will be calculated as follows:

Annual Base Salary, divided by 52 divided by 40 = Hourly rate X 1.5

For example, if a pilot earns 60,000.00 per year, the applicable overtime rate will be as follows:

60,000 divided by 52 = 1153.85 divided by 40 = 28.85 x 1.5 = 43.28 is the applicable overtime rate.

## **ARTICLE 17 - SALARIES**

- 17.1** All FCM's covered by this Agreement shall be paid on a semi-monthly salary basis in accordance with Appendix A of this Agreement.

**17.2** In instances of a change in assignment due to an employee upgrade, salary increases are applied beginning with the first revenue flight post upgrade in the new, upgraded role.

**17.3** Daily Rate is calculated by dividing the annual salary by 12 and then dividing by a 28-day block minus GDO's.

**17.4** The calculation of a FCM's hourly rate calculation is as follows:

FCM's Annual Salary per Appendix 'A' divided by 52 weeks, divided by 40 hours.

**17.5 CAPTAIN FLYING AS A FIRST OFFICER**

**17.6** When a Captain serves as a First Officer on any flight, they will continue to receive pay at their Captain rate.

**17.7 OVER & UNDER PAYMENTS**

Any pay due an FCM as a result of an error in their pay deposit or statement shall be reimbursed by the Company as soon as reasonably possible and paid to the FCM by separate cheque or deposit. If an overpayment is paid to an FCM and it is noticed during that pay period, repayment will be made on next pay. If overpayment is not noticed during a pay period then a repayment plan will be agreed to by the Company and the FCM.

**17.8** When an Employee is temporarily assigned to a lower classification, they will retain their usual rate of pay in their higher classification for the duration of the assignment. This will not apply in the case of demotion or layoff.

**ARTICLE 18 - PER DIEMS/ALLOWANCES/ACCOMMODATIONS**

**18.1** All FCMs will receive per diems as follows:

No per diem for first four hours, and \$3.45 per hour for any hours in excess of four (4) hours, up to a maximum of \$69.00 per day.

**18.2 ACCOMMODATIONS**

Hotel/Motel Accommodations will be arranged and paid for by the Company.

a) FCM's will have their own private room.

**18.3** FCMs will receive a cellular telephone/data allowance of \$20.00 per month during the life of this Agreement.

**18.4 Property Loss**

FCMs shall not be required to pay for the theft, loss or damage of any company issued material such as manuals or identification cards when such theft, loss or damage occurs while on company business, and is beyond the control of the FCM.

- 18.5** No FCM shall be required to pay for the use of any Company equipment used in personnel training required by the Company and no FCM shall be required to pay damage costs of airplanes or equipment damaged in the service of the Company, excluding malicious damage.

## **ARTICLE 19 - VACATIONS**

- 19.1** In respect of every year of employment by an employer, every employee is entitled to and shall be granted a vacation with vacation pay of

- (a) at least two weeks if they have completed at least one year of employment;
- (b) at least three weeks if they have completed at least five consecutive years of employment with the same employer; and
- (c) at least four weeks if they have completed at least 10 consecutive years of employment with the same employer.

An employee is entitled to vacation pay equal to:

- (a) 4% of their wages during the year of employment in respect of which they are entitled to the vacation;
- (b) 6% of their wages during the year of employment in respect of which they are entitled to the vacation, if they have completed at least five consecutive years of employment with the same employer; and
- (c) 8% of their wages during the year of employment in respect of which they are entitled to the vacation, if they have completed at least 10 consecutive years of employment with the same employer.

### **\*Note**

- Vacation Days are in addition to GDOs;
- Paid vacation is not accrued while on Long Term Disability, Leave Of Absence or Layoff;
- When an FCM is hired, they will not be eligible to take vacation time until the first anniversary of their first revenue flight with the Company as per the *Canada Labour Code*.

- 19.2** Once a vacation is approved, it can only be changed by the FCM upon no less than forty-nine (49) calendar days written notice of request, and where approved by the Company (subject to operational requirements and not disrupting other approved vacations).

- 19.3** The Company may notify an FCM that it may modify the FCM's vacation schedule with fourteen (14) days' notice from the start of their vacation period under exceptional, unpredictable or uncontrollable circumstances. In that case, the FCM will have seven (7) days to provide the Company with evidence of the costs (if any) that would be incurred by the FCM should the FCM have to modify their vacation. The Company will then make a decision if they wish to modify the vacation or leave it as bid. If the Company modifies the FCM's vacation schedule, the vacation will be changed to another date convenient to both parties and the Company will reimburse the FCM in

accordance with the aforementioned evidence the FCM provided as to the costs of modifying their vacation

- 19.4** When a FCM's vacation is changed in accordance with Article 19.4, the new vacation dates will be set by mutual agreement, or, at the FCM's option, will be paid out at the end of the year.
- 19.5** If, due to Irregular Operations (IROPS), a duty day extends into a vacation day (past 02:00 hours local home base time), it will be replaced with an additional vacation day. The additional day will be scheduled by mutual agreement; however, where mutual agreement is not achieved, then the default will be to add the additional vacation day to the current vacation time off by adding one additional vacation day.
- 19.6** FCMs will have the opportunity to submit vacation requests on or before September 30 of the previous year for approval by the Company.
- 19.7** If there is a conflict between multiple FCM vacation requests submitted on or before September 30, the vacation period will be awarded by Base in accordance with Base seniority and their position as either a Captain or First Officer.
- 19.8** If an FCM's vacation request is submitted on or before September 30 and is approved by the Company, no FCM may exercise their seniority to displace this approved vacation period.
- 19.9** For any remaining vacation days, an FCM may submit a vacation request to the Company for approval not less than 49 days prior to the proposed start of the vacation period.
- 19.10** Vacation requests submitted after September 30 of the previous year will be considered on a first-come, first-served basis.
- 19.11** All FCMs must submit any remaining vacation requests on or before June 30. If an FCM fails to submit vacation requests for all outstanding vacation days for the year, the Company will schedule the FCMs remaining vacation days to be taken prior to November 1.

## **ARTICLE 20 - STATUTORY HOLIDAYS**

- 20.1** The following Holidays with pay will be granted to all Employees covered by this Agreement:

New Year's Day;

Good Friday;

Victoria Day;

Canada Day;

Provincial Civic Holiday (date varies from Province to Province) (in lieu of Remembrance Day)

Labour Day;

National Day for Truth and Reconciliation;

Thanksgiving Monday;  
Christmas Day;  
Boxing Day;

- 20.2** Statutory Holidays will commence 0001 Local Time at their home base and will be shown and honoured on the Flight Crew Schedule on the actual day, or as otherwise dictated by the *Canada Labour Code*.
- 20.3** A FCM who works on a Statutory Holiday will receive a normal day's pay, as per the FCM's Salary, plus 1 ½ times the daily rate on the Statutory Holiday
- 20.4** If a statutory holiday lands on one of an FCM's eight (8) GDOs per 28-day period, the Company may provide the FCM with an additional day off in lieu of the statutory holiday on the working day immediately preceding or following the statutory holiday. If the Company chooses not to schedule the FCM with an additional day off in lieu of the statutory holiday, a lieu day will be added to the FCM's vacation time entitlement, to be used as per Article 19.
- 20.5** If a statutory holiday lands on one of an FCM's eight (8) GDOs per 28-day period, and the FCM works on the Statutory Holiday, the FCM will receive a normal day's pay plus 1 ½ times the hourly rate for the hours worked on that Statutory Holiday. Additionally, the Company may provide the FCM with an additional day off in lieu of the statutory holiday on the working day immediately preceding or following the statutory holiday. If the Company chooses not to schedule the FCM with an additional day off in lieu of the statutory holiday, a lieu day will be added to the FCM's vacation time entitlement, to be used as per Article 19.
- 20.6** The Company will notify the FCM what day will be scheduled as a lieu day. The lieu day will be indicated on the schedule as a regular day off.

## **ARTICLE 21 - INVESTIGATIONS**

- 21.1** Where a FCM is involved in an accident or incident related to the operation of an aircraft while on duty, they may be held out of service, with pay, pending the outcome of any investigations into the accident or incident undertaken by Transport Canada, The Transportation Safety Board of Canada, any other government agency or the Company. The FCM shall notify the Union as soon as possible.
- 21.2** If a FCM is held out of service, the Chief Pilot or Director of Flight Operations shall, within seven days, provide the FCM with a letter stating the reason. A copy of this letter will be provided to the Union.
- 21.3** Where the investigation is undertaken by the Company, in circumstances where a FCM is being held out of service, officers of the Company involved shall make every attempt to issue a final report within three (3) months.
- 21.4** Upon the request of an FCM, a Union representative may be present during an investigation (but will not be able to interfere or cause delay), and may be provided with a copy of any final report that is being issued by the Company.

- 21.5** Any discipline or discharge action taken following an accident or incident shall be subject to the provisions of Article 22, Discipline and Discharge.
- 21.6** Aircraft flight data recorders and flight voice recorders, and automatic Flight Data Reporting Systems will only be used for any investigation and/or maintenance purposes. While it is not the intention of the Company to use recorders and reporting systems as a means of monitoring or checking a FCM during the operation of any normal flight, the Company reserves the right to use recorders and reporting systems for the purposes of investigating any potential breach of policy. During any investigation into an accident the contents of the flight recorder will not be released by the Company to either the general public nor the news media without the prior approval of the FCM or FCM(s) involved.

## **ARTICLE 22 - GRIEVANCES**

### **22.1 General**

- 22.2** Grievances may be initiated by the Company or the Union on behalf of its members or on its own behalf.
- 22.3** At any hearing or investigation the FCM(s) shall have the right to be represented by a representative of the Union, provided the FCM requests a union representative to be present.
- 22.4** Either party is entitled to request and be provided with copies of all documents relevant to the grievance.

### **22.5 INITIATION**

Prior to filing a grievance, the FCM(s) having a complaint shall, together with a Union representative if requested, discuss such complaint with the appropriate Chief Pilot and/or Director of Flight Operations and/or Department Head. Should the Company have a grievance, the complaint shall be brought to a union representative.

- 22.6** A FCM who has a grievance, or group of FCMs having the same grievance dealing with the same issue with respect to interpretation, application, or alleged violation of this Agreement, or with respect to discipline or discharge, shall deal with such grievance in accordance with the procedures outlined below.
- 22.7** The following steps may be waived, combined or extended subject to mutual agreement in writing or by email between the Company the Union.

### **22.8 Time Limits**

The following steps and time limits may be waived, combined or extended subject to mutual agreement between the Company the Union.

Failure to comply with the time limits as provided for in article 22 and/or 23, by the party receiving the grievance, and without mutual agreement for an extension to the time limits between the parties, shall result in the grievance being deemed settled and accepted.

Where, in the case of a grievance based only on a time/pay claim, the time claim will be paid.

Failure to comply with the time limits as provided for in article 22 and/or 23, by the party submitting a grievance, and without mutual agreement for an extension to the time limits between the parties, shall result in the grievance being deemed abandoned and/or withdrawn.

**22.9** Step 1:

A FCM who has a grievance, or group of FCM's having a grievance dealing with the same issue, or the Union in the case of a Union grievance on behalf of its members, shall present it in writing within ten (10) calendar days of the occurrence to the Director of Flight Operations, or their designate. The Director of Flight Operations or their designate shall hold a meeting upon the grievance at a mutually convenient time within ten (10) calendar days of the presentation of the grievance, and render a response in writing not later than on the tenth (10th) calendar day following the above mentioned meeting.

**22.10** Step 2:

If the written response of the Director of Flight Operations or their designate is not acceptable to the grievors and/or Union or is not rendered within ten (10) calendar days, then the grievance shall be submitted in writing to the CEO, or their designate within ten (10) calendar days of the receipt of the decision, or as the case may be, within twenty-five (25) calendar days from the time the above mentioned meeting took place. The CEO or their designate shall hold a meeting upon the grievance at a mutually convenient time within ten (10) calendar days of the receipt of the grievance, and shall render their response in writing not later than on the tenth (10th) calendar day following the grievance meeting.

**22.11** The Union may file a policy grievance at Step 2. A Union policy grievance is defined as a grievance which by its nature, cannot be grieved by an individual FCM or group of FCMs. The grievance is to be filed within twenty (20) calendar days of the circumstances giving rise to the grievance.

**22.12** The timelines outlined above will apply in reverse should the Grievance be filed by the Company.

**DISCIPLINE AND DISCHARGE**

**22.13** No employee shall be disciplined or discharged without just cause. When an employee is reprimanded, disciplined, suspended, discharged, or investigated the FCM shall have the right to have a Union Representative present either in person or on the phone, provided a request for one is made by the FCM. A FCM shall only be disciplined when a Union Steward is present either in person or on the phone provided the FCM requests that one be present. This Article shall not apply to investigations where the Company Safety Management System's Non-Punitive Reporting Policy applies.

**22.14** Where any disciplinary action includes suspension without pay, any time held out of service without pay shall be deducted from the penalty or discipline assessed. If the

FCM has been held out of service without pay for a longer period than the penalty or discipline assessed, an adjustment shall be made to provide for reimbursement of such loss of pay.

- 22.15** Any FCM who has been disciplined or discharged may file a grievance in accordance with this Article. However, Union grievances surrounding termination may proceed directly to Step 2 of the grievance procedure.
- 22.16** Disciplinary documents not related to technical competency or harassment will be removed from a FCMs file after eighteen (18) months, provided eighteen (18) months have elapsed without further disciplinary proceedings.

## **ARTICLE 23 - ARBITRATION**

### **23.1 General**

A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that they have been unjustly disciplined or discharged, and which is not settled through the grievance procedure may be referred by the designated representative of either party to a single Arbitrator for final and binding settlement without stoppage of work.

### **23.2 Arbitration Process**

The party requesting arbitration must so notify the other party in writing within **thirty (30)** calendar days following receipt of the **response** rendered at the last step of the grievance procedure or the due date of such decision if not received.

- 23.3** The party requesting arbitration shall submit with its request the name of three arbitrators. If the other party does not agree to at least one of the nominees so proposed, it shall in turn submit, within fourteen (14) calendar days, a further list of three (3) arbitrators. The party requesting arbitration then has fourteen (14) calendar days to either agree to one of the nominees proposed or to request the Minister of Labour to appoint an arbitrator.
- 23.4** A Joint Statement of Issue outlining the dispute including any reference to the specific provision or provisions of the Collective Agreement where it is alleged that the agreement has been violated, shall be jointly submitted to the Arbitrator at least thirty (30) days in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue, each party shall submit a separate ex parte statement to the Arbitrator at least twenty (20) days in advance of the date of the hearing and at the same time provide a copy of such statement to the other party.
- 23.5** At the hearing before the Arbitrator, argument may be given orally and/or in writing, and each party may call such witnesses, as it deems necessary.
- 23.6** The Arbitrator shall not add to, subtract from, modify, rescind or disregard any provision of this Collective Agreement.
- 23.7** The Arbitrator's decision shall be rendered, in writing, together with their written reasons therefore, to the parties concerned within thirty (30) calendar days following the



conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.

- 23.8** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator, but any general or common expenses, including remuneration and expenses of the Arbitrator, shall be divided equally.

## **ARTICLE 24 - DISCRIMINATION / HARASSMENT**

- 24.1** The Company and the Union recognizes and agrees that there shall be no discrimination, interference, restraint, harassment, bullying, acts of violence, or coercion exercised or practiced by either of them or by any of their representatives. It shall be the right of employees to work in an environment free from harassment. Discriminatory harassment is defined as harassment based on one or more of the prohibited grounds under the *Canadian Human Rights Act*. The Union and Company agree that no FCM shall be discriminated against on account of membership or non-membership in the Union, participation in the lawful activities of the Union, or lawful conduct of a FCM during a work stoppage, or by reason of activity or lack of activity in the Union. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination, harassment, and/or violence.
- 24.2** Properly discharged management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying. Harassment and violence is defined as: *“Any action, conduct or comment, including of a sexual nature that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment”*.
- 24.3** The Company and the Union will not condone harassment or violence in the workplace and will cooperate to maintain a harassment-free and violence-free workplace. The Company shall maintain a Workplace Violence and Harassment Prevention Program in accordance with the *Canada Labour Code*.
- 24.4** If a FCM believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of the discrimination, the FCM should follow Company’s Workplace Violence and Harassment Policy. All matters will be dealt with the utmost confidentiality. Any complaint not resolved through the Company’s said policy may be addressed by the Union, pursuant to the grievance procedure. Nothing herein shall prevent a FCM from seeking redress under the *Canadian Human Rights Act* or *Part II of the Canada Labour Code (the Code)*, with respect to complaints.

## **ARTICLE 25 – INTENTIONALLY DELETED**

## **ARTICLE 26 - SAFETY, HEALTH AND GENERAL CONDITIONS**

- 26.1** The Company recognizes the importance of and will promote and encourage safety in the workplace for the protection and general welfare of the Employees. The Union recognizes its responsibility and will co-operate fully with the Company.

- 26.2** In recognition that workplace safety is a joint and mutual concern, the parties to this Collective Agreement agree to participate in an OH&S Committee pursuant to the requirements of the *Canada Labour Code*.
- 26.3** Union members of the Company's OH&S Committee will suffer no loss of regular pay for time spent in scheduled Committee meetings thereof.

#### **ARTICLE 27 – BENEFITS**

- 27.1** The Company will maintain a benefits plan that is comparable and substantially similar in nature to the current benefits plan in place at the time of ratification.
- 27.2** Should the Company choose to change benefits plans during the life of this collective agreement, the Company will provide the Union with sixty (60) days notice prior to implementing a new benefits plan.
- 27.3** The Company will not alter the benefits premium contribution percentage of 50% employee paid and 50% employer paid.

#### **ARTICLE 28 - PILOT DRESS CODE/UNIFORMS**

- 28.1** Unifor Lapel Pin may be optionally worn if provided by the Union.
- 28.2** The Company will provide, reflective vests and ear plugs, at no cost to the FCM.

#### **ARTICLE 29- LEAVES OF ABSENCE**

- 29.1** The Company may, at its discretion, grant a FCM Leave of Absence without pay. A FCM on Leave of Absence will maintain their seniority number but will not accrue credit for length of service.
- 29.2** A Leave of Absence may be extended at the Company's discretion. A FCM may exercise their Status or equipment bidding rights while on Leave of Absence, but if they are a successful bidder, they must return from their leave at the commencement of the training date.
- 29.3** **Leave of Absence may be initiated by:**

A request for personal reasons.

#### **29.4 BEREAVEMENT LEAVE**

Provided an FCM has three (3) months' of continuous employment service, they will be granted paid bereavement leave, as follows;

- (a) A paid leave of a maximum duration of five (5) days and an unpaid leave for a maximum duration of 5 days each time there is a death in your family, upon the death of the employee's parents, child (including still-born child) or spouse or common law partner that may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on

which any funeral, burial or memorial service of that immediate family member occurs.

- (b) three (3) days and an unpaid leave for a maximum duration of 7 days, upon the death of an immediate family member that may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs

For the purpose of paragraph (b) Immediate Family means, in respect of an employee:

- (a) the spouse or common-law partner of the employee's father or mother;
- (b) the children of the employee's spouse or common-law partner;
- (c) the employee's grandchildren;
- (d) the employee's brothers and sisters;
- (e) the grandfather and grandmother of the employee;
- (f) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
- (g) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
- (h) the brother or sister in law of the employee

At the request of the employee, the Company may extend, in writing, the period during which the leave of absence from employment may be taken.

The leave of absence may be taken in one (1) or two (2) periods. The Company may require that any period of leave be of not less than one (1) day's duration.

Every employee who takes the leave of absence shall, as soon as possible, provide the Company with written notice of the beginning of any period of leave of absence and of the length of that leave.

NOTE: In the application of this Article "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, common-law partner means a person who has been cohabiting with an individual in a conjugal relationship for at least one (1) year, or who had been so cohabiting with the individual for at least one (1) year immediately before the individual's death.

- 29.5** If a bereavement leave occurs to an employee during his vacation period, vacation days so displaced shall be added to the FCM's vacation time entitlement, to be used as per Article 19.

## 29.6 Personal Leave

Pursuant to the *Canada Labour Code*, Provided an FCM has three (3) consecutive months of continuous employment, they will be granted five (5) days of personal leave, including three (3) paid leave days and two (2) unpaid leave days per calendar year. An employee who has not completed three (3) months of continuous employment is entitled to five (5) days of leave without pay.

FCM are entitled this leave for the following:

- carrying out responsibilities related to the health or care of any of their family members;
- carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
- addressing any urgent matter concerning themselves or their family members;
- attending their citizenship ceremony under the [Citizenship Act](#); and
- any other reason prescribed by regulation.

The leave may be taken in one (1) or more periods, however, the Company may require that each period be at least one (1) day. FCM's may be requested to provide supporting documents concerning the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

## 29.7 Leave For Victims of Family Violence

Pursuant to the *Canada Labour Code*, provided an FCM has three (3) consecutive months of continuous employment, they will be granted a maximum of ten (10) days, including five (5) paid leave days and five (5) unpaid leave days per calendar year, to engage in activities related to family violence for themselves or for their child, such as:

to seek medical attention for yourself or your child in respect of a physical or psychological injury or disability;

to obtain services from an organization which provides services to victims of family violence;

to obtain psychological or other professional counselling;

to relocate temporarily or permanently;

to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding, or;

to take any measure prescribed by regulation.

The leave may be taken over more than one (1) period, however the Company may require that each period be at least one (1) day. FCM's may be requested to provide supporting documents concerning the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

An FCM who has not completed three (3) months of continuous employment is entitled to ten (10) days of leave without pay.

## **29.8 Leave for Aboriginal Practices**

Pursuant to the *Canada Labour Code*, provided an Aboriginal FCM (Indian, Inuit or Métis) has three (3) consecutive months of continuous employment, they will be granted five (5) unpaid leave days per calendar year, to engage in traditional Aboriginal practices including:

fishing;

hunting;

harvesting;

all practices prescribed by regulation.

The leave may be taken over more than one (1) period, however the Company may require that each period be at least one (1) day. FCM's may be requested to provide supporting documents concerning the reasons for the leave. The FCM shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

## **29.9 Compassionate Care Leave**

Pursuant to the *Canada Labour Code*, an FCM can take up to twenty-eight (28) weeks of unpaid compassionate care leave within a fifty-two (52) week period to look after a family member, who has a serious medical condition with a significant risk of death.

The leave begins during one (1) of the following weeks, whichever occurs first:

the week the health care practitioner signs the medical certificate;

the week the health care practitioner examines the gravely ill family member, or;

the week the family member becomes gravely ill, if the health care practitioner can determine that date (for example, the date of the test results).

The leave ends when:

the twenty-eight (28) weeks of compassionate care are complete;

the gravely ill family member dies or no longer requires care or support, or;

the fifty-two (52) week period expires.

Two (2) or more FCM's can share compassionate care leave when looking after the same family member. However, the total amount of leave taken by all cannot be more than twenty-eight (28) weeks within the fifty-two (52) week period.

An FCM can consecutively take the leave related to critical illness to care for the same person, if eligible. However, they cannot take compassionate care leave if one (1) or more FCM's are taking the leave related to critical illness in respect of the same person.

The FCM must give the Company written notice, as soon as possible, advising of the reason(s) for the leave and the intended length of the leave. If the leave taken is more than four (4) weeks and the FCM wants to change the length of the leave, they must provide the Corporation with four (4) weeks' notice, unless there is a valid reason why this is not possible.

If requested in writing by the Company, the FCM must provide a certificate from a health care practitioner within fifteen (15) days of their return to work. This certificate must state that the family member has a serious, medical condition, and as a result, there was significant risk of death within twenty-six (26) weeks.

### **29.10 Critical Illness Leave**

Pursuant to the *Canada Labour Code*, an FCM who is a family member of a critically ill child or adult, is eligible to take:

up to thirty-seven (37) weeks of unpaid leave in a fifty-two (52) week period to provide care or support to the child under 18 years of age, and;

up to seventeen (17) weeks of unpaid leave in a fifty-two (52) week period to provide care or support to the adult.

The leave begins during one (1) of the following weeks, whichever occurs first:

on the first day of the week the medical certificate is issued or;

the day from which the health care practitioner certifies that the child or adult is critically ill.

If the child or adult dies while the FCM is on leave, the leave ends on the last day of that week.

If two (2) or more children are critically ill, the FCM is eligible for separate leaves of thirty-seven (37) weeks with respect to each affected child.

The FCM must give the Company written notice, as soon as possible, advising of the reason(s) for the leave and the intended length of the leave. If the leave taken is more than four (4) weeks and the FCM wants to change the length of the leave, they must provide the Company with four (4) weeks' notice, unless there is a valid reason why this is not possible.

The FCM must also provide the Company with a certificate from a health care practitioner. The certificate must state that the child or adult is critically ill or injured and requires the care or support of one (1) or more of their family members.

### **29.11 Leave Related to Death or Disappearance of Child**

An FCM whose child is under twenty five (25) years of age and has disappeared or died as a result of a probable crime under the Criminal Code, is eligible to take up to:

One hundred and four (104) weeks of unpaid leave in the case of a missing child, starting on the day the disappearance occurs, or if the child has died, starting on the day the death occurs.

Eligibility for this leave will be pursuant to the *Canada Labour Code*.

An FCM is not eligible for this leave if they are charged with the crime, or, if it is probable, considering the circumstances, that the child was a party to the crime.

To obtain this leave, the FCM must advise the Company in writing, as soon as possible, of the reason(s) for the leave and the planned length of the leave. They must notify the Company in writing, of any changes in the length of the leave as soon as possible.

If the length of the leave is longer than four (4) weeks, the FCM must give the Company at least four (4) weeks' notice of any change in length of leave, unless there is a valid reason why this is not possible. If the leave is for a disappeared child who is then found dead, employees can change the type of leave by notifying the Company in writing, as soon as possible.

To obtain this leave, the Employee must advise the employer in writing as soon as possible of the reason(s) for the leave. The Employee must also notify the employer of the planned length of the leave. The Employee must notify the employer in writing of any changes in the length of the leave as soon as possible.

### **29.12 Maternity Leave**

An FCM who becomes pregnant shall be entitled to seventeen (17) weeks of maternity leave. They can take this leave any time during the period that:

begins thirteen (13) weeks before the expected date of birth, and;

ends seventeen (17) weeks after the actual birth date.

The FCM must provide their supervisor with a certificate from a health care practitioner confirming that you are pregnant. Written notice at least four (4) weeks before starting the leave is required. This notice must advise of the length of the leave.

If the child was not born during the seventeen (17) weeks of the maternity leave, the maternity leave is extended until the date of the birth.

As a pregnant employee, you are not obligated to take maternity leave unless the Company can show that you are unable to perform an essential function of your job.

### 29.13 Parental Leave

As a natural or adoptive parent, you are eligible for up to sixty-three (63) weeks of unpaid parental leave. Parents, who both work for the Company may share parental leave in order to access an additional eight (8) weeks of leave. Parents who share the parental leave have access to seventy-one (71) weeks of unpaid parental leave. The FCM can take this leave anytime during the following:

within the seventy-eight (78) week period starting the day your child is born, or;

the day your child comes into your care

The FCM must also give the Company written notice at least four (4) weeks before starting their leave. This notice must advise the Company of the length of the leave.

### 29.14 Reservist Leave

Pursuant to the *Canada Labour Code*, provided an FCM is a reservist and has three (3) consecutive months of continuous employment, they will be granted a leave of absence from your civilian employment at SkyLink to take part in:

- an operation in Canada or abroad that is designated by the Minister of National Defence
- an activity set out in the regulations
- Canadian Armed Forces military skills training
- training that you are ordered to take under the *National Defence Act*
- duties that you are called out on service to perform (any lawful duty other than training) under the *National Defence Act*
- service in aid of a civil power for which you are called out under the *National Defence Act*
- treatment, recovery or rehabilitation in respect of a physical or mental health problem that results from service in an operation or activity listed in the Code

As a reservist, you are entitled to 24 months of leave in a 60-month period, except in the event of a national emergency, within the meaning of the *Emergencies Act*.

To take this leave, the FCM must provide a 4 weeks' written notice to the employer indicating:

- the length of the leave, unless the FCM gave a valid reason not to do so, and
- the FCM's intention to extend or shorten the leave, unless the FCM have a valid reason not to do so

The employer can request within 3 weeks after the start date of the leave, proof that the FCM qualify for this leave. In this case, the FCM must provide documentation approved by the Chief of the Defence Staff or their Commander, unless there is a valid reason not to do so.



## **ARTICLE 30 - JURY DUTY**

**30.1** Flight Crew Members who have successfully completed their probationary period who serve on jury duty, 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 Flight Crew Members current salary will be maintained by the Company for a maximum of sixty work days, less any compensation they may receive because of jury duty. This maximum may be extended for extenuating circumstances at the discretion of the Company.

## **ARTICLE 31 - DURATION**

This Agreement shall be in effect and continue in full force until it expires at midnight on March 30, 2026 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 *Canada Labour Code*.

## **Appendix A – Wages, Stipends and Per Diems**

Effective ratification, the following will apply:

### **FCM Service Stipend\***

Upon ratification, each FCM with at least 1 full year of service at time of ratification will receive a FCM Service Stipend equivalent to 3% of their annual salary prior to ratification for every full year they have been employed by the Company to a cap of \$4,000.00. While this is only a one time opportunity for employees to be eligible for the FCM Service Stipend, those who are eligible will continue to receive it on an annualized basis (paid out pro-rated on a monthly basis) provided they continue to be employed by the Company in the bargaining unit.

### **FCM Annual Base Salaries**

All existing FCM's employed as of the ratification date covered by this Agreement shall be paid as follows, effective ratification:

FCM Annual Base Salaries will be as follows:

- B190 CA = \$67500
- B190 FO = \$34000
- C208 CA = \$43000

Effective Year 2 of the collective agreement, Annual Base Salaries will be increased by 2%.

Effective Year 3 of the collective agreement, Annual Base Salaries will be increased by 2%.

### **All FCM's Hired After Ratification**

All FCM's hired after the date of ratification, shall be paid as follows:

FCM Annual Base Salaries will be as follows:

- B190 CA = \$64000
- B190 FO = \$32500
- C208 CA = \$42000

Once an FCM has been employed for 12 continuous months, the FCM will receive an additional 2% to their Annual Base Salary. Once an FCM has been employed for 24 continuous months, the FCM will receive an additional 2% increase to their Annual Base Salary.

### **FCM Per Diems\*\***

All FCM's will receive per diems as follows:

- No per diem for first four hours away from home base.
- \$3.45 per hour for hours in excess of four (4) hours, up to a maximum of \$69.00 per day

### Annual FCM Added Duties Stipend

#### *FCM Training Captain Stipend\*\*\**

Training Captain rate will be \$10000 annualized (pro-rated on a monthly basis as needed by Company. Partial months of responsibilities will count as a completed month).

#### *Assistant Chief Pilot Stipend\*\*\**

Assistant Chief Pilot rate will be \$15000 annualized (and it includes Training Captain responsibilities as there is no pyramiding). The annualized amount will be pro-rated on a monthly basis as needed by the Company).

\*\*\* It is in the absolute discretion of the Company to determine who is to be a Training Captain/Assistant Chief Pilot and for how long.

### FCM Cell Phone Stipend

All FCM's will receive a cellular telephone/data allowance of \$20.00 per month during the life of this Agreement.

### FCM Flight Ops Day Pay

The FCM Flight Ops Day Pay will be paid out on a monthly based on the information contained in the flight log data. FCM Flight Ops Day Pay is provided whenever a FCM operates at least one Company flight of a daily scheduled assignment, excluding all training-related flights. For clarity, the intention is to pay only one defined stipend (i.e. 28 dollars for a B1900 Captain) for any assignment, even if it bridges two calendar dates.

- B1900 Captain = will receive Flight Ops Day Pay of \$28/daily assignment operated
- B1900 FO = will receive daily flight pay of \$14/daily assignment operated
- C208 Capt = will receive daily flight pay of \$23/daily assignment operated

#### *Examples of application of the FCM Daily Flight Pay:*

The following is simply meant to be illustrative but in no means acts as a guarantee of payment or number of flights in any given year. As a means of FCM Flight Ops Day Pay projection guidance, existing crewing regulations and current standard Company schedules present, approximately the following # of flights annually per FCM are expected to occur:

- B1900 FCM = 125-150 flight ops days
- C208 FCM = 150-175 ops days

Results may vary between FCM's over each year, depending on several personal factors such as shift trades, leaves, etc.

#### *Examples:*

- B1900 operating from YHM on UPS AM route, then later same day returns to YHM on UPS PM route. B190 Capt would receive \$28 and a B190 FO would receive \$14.

- B1900 operates from YHM on UPS AM route but is disrupted in PM and returns early next AM to YHM. B190 Capt would still receive \$28 and a B190 FO would receive \$14.
- C208 flight departs YVR on UPS AM ops covering 2 return flights to YYJ. C208 Capt would receive \$23.

### **ACCOMMODATIONS**

Whenever the Company deems suitable rest accommodations are required, they will be arranged and paid for by the Company. When a hotel/motel are arranged, FCM's will have their own private room.

**Letter of Understanding 1 – New Base**

If the Company decides to open a new base, it will provide written notice to the union. The Company will set the wage rates for the new base and if the union is in disagreement, the Company and Union will meet to discuss the rates. If no agreement is made, the Union may file a grievance.

## Appendix B - SkyLink Express – Aircrew Training Agreement



### AIRCREW TRAINING AGREEMENT - Beech 1900 (Initial)

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WHEREAS SkyLink Express Inc. has agreed to train \_\_\_\_\_ hereinafter referred to as "the Trainee", on the Beech 1900 aircraft.

WHEREAS in consideration of the premises the Trainee has agreed to enter into this Agreement upon the terms and conditions hereinafter appearing.

It is hereby agreed as follows:

1. (a) The Trainee shall, during such period of attending the Training, diligently apply himself to the Training and conform to such regulations and disciplines as may be in force with respect to the same.  
  
(b) The Trainee shall not divulge to any person or persons any trade secrets, copyright materials, operational procedures, methods, knowhow, techniques and processes, any information concerning the business affairs or finances or strategies, any confidential report or research commissioned by or on behalf of SkyLink Express Inc. or any of its respective clients in connection with the business or affairs of SkyLink Express Inc. or its subsidiary companies or any other information confidential to SkyLink Express Inc. or its subsidiary companies, suppliers, or clients.
2. (a) SkyLink Express Inc. shall cover the costs of the Training, deemed at present fair market value as FIFTEEN THOUSAND, SEVEN HUNDRED, NINETY Canadian Dollars (CAD \$15,790.00), hereinafter referred to as "Total Expenses".
3. All new hires shall be paid a flat training allowance of \$385/week until line indoc is complete (or the first revenue flight for FOs). The training allowance shall max out at \$1,540.00.
4. (a) Upon successful completion of the Training, the Trainee covenants and undertakes to diligently serve SkyLink Express Inc. for a period of 12 months commencing from the completion date of said Training, hereinafter referred to as "the Contract Period".
5. The Trainee further covenants with SkyLink Express Inc. that he:
  - (a) will diligently complete the Training within the prescribed time;
  - (b) will not, during the Training, engage in any activity which SkyLink Express Inc. considers not to be in the Trainee 's interest in relation to SkyLink Express Inc.;
  - (c) will, during the Training, comply with such instructions as reasonably directed by SkyLink Express Inc.;
  - (d) will not enter into any other agreement for full time employment with another party for so long as this agreement remains valid. Part time employment with approval from the DFO and/or CP does not apply to this clause.



**AIRCREW TRAINING AGREEMENT - Beech 1900 (Initial)**

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6. (a) SkyLink Express Inc. has the right to revoke or terminate this Agreement if, at any time during the Contract Period, the Trainee is guilty of any of the following:
- i. Misconduct;
  - ii. Engaging in unauthorized activities that, in the opinion of SkyLink Express Inc., are inconsistent with the purpose of this Agreement;
  - iii. Abandons the Training before the completion thereof;
  - iv. Any breach by the Trainee of any of the provisions of this Agreement.

In such circumstances, the Trainee shall cease to have any claim to any benefits of this Agreement and shall be liable to pay agreed liquidated damages being a sum equivalent to the Total Expenses.

(b) The Trainee agrees with SkyLink Express Inc. that if the Trainee shall resign or leave the service of SkyLink Express Inc. before the expiration of the Contract Period, or if there should be grounds for dismissal during the Contract Period, then in any such case the Trainee shall be liable to pay SkyLink Express Inc. agreed liquidated damages being a sum equivalent to the Total Expenses. If the Trainee has served part of the Contract Period, the amount of liquidated damages shall be calculated on a prorated basis of full months served.

7. Any payment which the Trainee is liable to pay to SkyLink Express Inc. under this Agreement shall be paid within five (5) days from the date of written notice by SkyLink Express Inc. to the Trainee demanding payment. A notice sent to the Trainee's last known address by courier or registered post shall be deemed to be sufficient.
8. The Trainee agrees to pay SkyLink Express Inc. all legal fees incurred for the enforcement of any of the provisions of this Agreement. Any disputes, claims, and proceedings between the parties relating to the validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
9. In this Agreement where the text so admits:
- (a) The expression "SkyLink Express Inc." includes persons deriving title under it and its successors in title and assigns.
  - (b) Words importing the singular number include the plural and vice versa and words importing the masculine gender shall be deemed to include the feminine gender.
  - (c) The expression "the Trainee" includes the personal representatives of the Trainee.



**AIRCREW TRAINING AGREEMENT - Beech 1900 (Initial)**

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I, \_\_\_\_\_, do hereby agree to all terms of this Agreement,  
in the city of \_\_\_\_\_, Province of \_\_\_\_\_, on this \_\_\_ day of  
\_\_\_\_\_, 20\_\_.

TRAINEE SIGNATURE: \_\_\_\_\_

I, \_\_\_\_\_, have the authority to bind SkyLink Express Inc. to this  
Agreement and hereby do so.

SKYLINK EXPRESS INC. AUTHORIZED SIGNATURE: \_\_\_\_\_



**LETTER OF UNDERSTANDING No. 01**

**BETWEEN**

**Skylink Express Inc. (“the Airline”)**

**and**

**Unifor Local 2002 (“the Union”)**

**Union/Management Joint Consultation Meetings**

This refers to our discussion during this round of negotiation regarding the importance of maintaining positive Labour Relations.

As a result of these discussions the Company and Union in the spirit of cooperation and collaboration, have agreed to form a Joint Consultation Committee consisting members of management and members of the Union, including but not limited to the Unifor National Representative. The Committee will meet at least once (1) every quarter or as otherwise mutually agreed to discuss problems of the mutual concern, as may arise from time to time between the parties on matters of interpretation of the Collective Agreement, interpretation stemming from collective bargaining or matters related to the grievance procedure or arbitration procedure.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

I concur,