

COLLECTIVE AGREEMENT

No. 01
BETWEEN



AND

THE PILOTS IN THE EMPLOY OF FLAIR AIRLINES.
AS REPRESENTED BY THE



AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

EFFECTIVE

PREAMBLE

This Collective Agreement (the "Agreement") is made and entered into by and between Flair Airlines Ltd, hereinafter known as the "Company", and the Pilots in the employ of the Company, as represented by the Air Line Pilots Association, International, hereinafter known as the "Association" or "ALPA" collectively referred to as the "Parties". In making this Agreement, the Parties recognize the objectives of promoting and maintaining the safety of air transportation, the high quality of customer service, and harmonious labour relations. Pilots will keep uppermost in their minds that the safe, efficient, and comfortable operation of the equipment assigned to them and the safety, comfort and well-being of the customers who entrust their lives and property to the Company shall be the Pilots first and greatest priority. In addition, the parties recognize and agree that in order for the Company to be in a strong competitive market position, the parties must work collaboratively to meet the corporate goals of the Company as well as the individual goals of the Pilots as represented by the Association. The Parties 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.

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ACRONYMS AND DEFENITIONS

Acronyms

ACARS	Aircraft Communications Addressing and Reporting System
CARs	Canadian Aviation Regulations
CBA	Collective Bargaining Agreement
COM	Company Operations Manual
CVR	Cockpit Voice Recorder
GDO	Guaranteed Day Off
EFB	Electronic Flight Bag
FDM	Flight Data Monitoring
FDP	Flight Duty Period
FDR	Flight Data Recorder
JSC	Joint Scheduling Committee
JUC	Joint Uniform Committee
LOA	Leave of Absence
LT	Local Time
MEC	Master Executive Council
PBA	Permanent Bid Assignment
PBS	Preferential Bidding System
PIC	Pilot-in-Command
PPC	Pilot Proficiency Check
PSB	Preferential Standing Bid
PSL	Pilot Seniority List
QAR	Quick Access Recorder
RAP	Reserve Availability Period
SIC	Second-in-Command
SMS	Safety Management System
SOCC	Systems Operations Coordination Centre

Definitions

Base	An airport designated by the Company from which a Pilot's assigned duties begin and end
Block	See "Month"
Bypass	When training for an upgrade is conducted out of order, based on seniority
Calendar Day	A twenty-four (24) hour period from 0001 local time to 0000 local time. The plural shall mean consecutive calendar days, unless otherwise noted
Captain Selection Process	The process the Company utilizes to select pilots for potential upgrade to Captain
Captain Training Program	The program that Company follows to train Captains.
Check In	The time the Pilot is required to report for duty
Check Out	The time the Pilot is released from duty

Chief Pilot	Chief Pilot or designate.
Classification	Any position within the Union's certification. For example; Captain and First Officer
Cockpit Voice Recorder	See "Data Recorder"
Company	Flair Airlines Ltd.
Credited Flight Time	The amount of time credited for pay purposes as outlined in Article TBD for any duty assigned to a Pilot
Crew Portal	See "Nav Blue"
Crew Rest	An unbroken period of rest between Duty Periods
Crew Scheduling	The department responsible for creating and updating the schedule for all Pilots. This will include SOCC when a regular scheduler is not available
Data Recorder	Any device which, under any form, is used for the recording and/or retransmission of data issued from the aircraft. These devices may be described as, but are not limited to: CVR, FDR, ACARS, S-mode transponder, etc.
Day	See "Calendar Day"
Deadhead(ing)	Positioning of a non-operating Pilot from one (1) location to another at the Company's request and shall be considered a Duty Period
Direct Entry Captain	A Pilot who is hired by the Company to perform the duties of pilot-in-command upon completion of Company training and Company indoctrination
Displacement	When a Pilot is displaced from any assigned duty including flights within their published schedule or block
Duty Period	The elapsed time during which a Pilot is continuously on duty beginning at the scheduled reporting time, or actual reporting time (whichever is later), and ending when released from duty
Electronic Flight Bag	Means a Company-approved and provided electronic tablet type device containing electronic versions of aircraft operating manuals, flight operations manuals, bulletins, memoranda, and other work-related information, including Company policies and manuals, that is issued to a Pilot. It is not a device installed on an aircraft.
Equipment	Shall mean an aircraft
Flight Data Monitoring	Is a method of capturing, analyzing and/or visualizing the data generated by an aircraft
Flight Data Recorder	See "Data Recorder"
Flight Duty Period	A flight duty period which contains an operating flight sector(s)

Flight Time	The difference between "Out Time" and "In Time"
Gatekeeper	Is a Union Pilot who is the only person able to identify crews for the purpose of conducting investigations through the FDM program
Grievance	Any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement
Guaranteed Day Off	A day at home base during which a Pilot is not scheduled or required to report to work for any of the following: flight duty; ground training; reserve duty; positioning; or any other form of work assigned by the Company
Home Base	A Company Base which has been designated as a Pilot's base of operation
Hotel Committee	Association Committee which works with the Company to review accommodations for pilots
In Time	The time that the aircraft comes to rest at the end of the flight
Lay Over	Any period of time between duty periods in which a Pilot is away from their Home Base on Company business
Management Pilot	Pilots who fill various management positions within the Flight Operations Department, and who are excluded from the bargaining unit as certified by the Canada Industrial Relations Board (CIRB).
Nav Blue	Refers to the crew management system used to schedule and track all duties for Pilots for operational compliance
Open Time	Pairings that have not been assigned as of the Schedule release date
Out Time	The time that the aircraft first moves under its own power, or via a pushback, for the purpose of taking off
Pairing(s)	A pre-arranged flight or series of flights that will be identified on the schedule, and will begin and end at the Pilot's home base
Permanent Bid Assignment	The position held by a Pilot in the system in regard to base, equipment and classification. A change in any and or all of the preceding shall constitute a change in the Pilots' Permanent Bid Assignment (PBA)
Pilot See	"Union Pilot"
Pilot in Training	A pilot that is not current and/or qualified, but who is undergoing qualification training provided by the Company
Pilot Line Indoctrination	A prescribed combination of sectors and flight hours, after initial or upgrade training, during which a Pilot is under the supervision of a Training Pilot or Line Check Pilot. Line indoctrination training is complete after a successful line check
Pilot Seniority List	List of all pilots who are employed by Flair Airlines Ltd.

Preferential Standing Bid	A bid a pilot makes for their preferred schedule
Published	The point when the block, vacation awarding, or any other document has been sent to, or made available for viewing, to the Pilot
Quick Access Recorder	QARs are a type of flight data recorder used in flight data analysis programs. The recording medium is easily and quickly removed to permit rapid analysis of flight data
Reserve	An assigned duty period during which the Pilot must be fit for flight duty, available to receive flight duty assignments
Seniority	The position a pilot holds on the Pilot Seniority List (PSL)
SFI	Means a synthetic flight instructor who is not on the Pilot Seniority List who conducts ground-based training events.
SOCC	The department responsible for overseeing day-of operations and crew scheduling
Split Duty Pairings	A pairing within a single calendar day or which spans across two (2) calendar days
Training Events	Means any ground school simulator instruction, line indoctrination, line check, and check flights, CRM, train the trainer or command upgrade.
Training Pilots	Pilots in non-management positions that are on the Pilot Seniority List that assist the training department with Training Events.
Union Pilot	A Pilot who is employed by the Company and falls under the certification by the Canada Industrial Relations Board

Section 1: SCOPE AND JOB SECURITY

1.1 General Protections

- 1.1.1 All Revenue flying performed by or on behalf of the Company shall be occupied and performed by Pilots on the Seniority List in accordance with the terms and conditions of this Agreement.
- 1.1.2 No Pilot shall be laid off as a result of the Company's business relationships with other airlines, including through capacity purchase agreements, code-sharing agreements, marketing agreements, interline agreements, block space agreements, or joint ventures.

1.2 Wet Leasing

- 1.2.1 The Company will not enter into any wet lease agreements except as follows:
 - a) In the event a Company aircraft is inoperable or otherwise offline and the Company does not have a substitute aircraft, the Company may wet lease such replacement aircraft.
 - b) The Company may wet lease up to two (2) aircraft per IATA season for the purpose of route development and expansion, provided any such wet lease arrangement does not exceed one hundred and eighty (180) days.
- 1.2.2 In the event the Company enters into a wet lease based on the foregoing exceptions, the Company shall notify the MEC Chair as soon reasonably possibly if the wet lease is entered into pursuant to Section 1.2.1 (a) above and at least thirty (30) days prior to the start of any wet lease entered into pursuant to Section 1.2.1 (b) above.
- 1.2.3 Notwithstanding the foregoing, the Company agrees that entering into a wet lease will not result in a layoff of any Pilot or a reduction in Base, Status or Equipment of any Pilot.

1.3 Business Relationships

After the Company has signed and announced a capacity purchase agreement, code-share agreement, marketing agreement, interline agreement, block space agreement, joint venture, or any other agreement that provides for the sharing of passengers or revenue between the Company and another entity, the Company shall, upon request of the Association and subject to the parties reaching an agreement on confidentiality, meet with the Association in good faith to share information and discuss the potential impact of the agreement on Pilots and options to address that impact.

1.4 Successorship

Subject to the application of the Canada Labour Code, this Agreement shall remain in full force and effect in the event that the Company changes ownership, acquires another airline, is sold to another airline, or merges with another airline.

1.5 Remedies

Any grievance filed by either Party alleging a violation of this Section 1 of this Agreement shall bypass the initial steps of the grievance process and shall be submitted, heard and resolved through binding arbitration. The dispute shall be heard as soon as possible following submission to the arbitrator and shall be decided not later than thirty (30) days after closing arguments unless the parties agree otherwise in writing.

Section 2: GENERAL

2.1 PURPOSE

The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its Pilots, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and all other conditions of employment for all Pilots who are subject to the provisions of this agreement.

2.2 ASSOCIATION RECOGNITION

The Company recognizes the Association as the sole and exclusive bargaining agent for the Pilots employed by the Company, as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11629-U dated August 10, 2021.

2.3 NEW PILOT ORIENTATION

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

2.4 MANAGEMENT RIGHTS

- 2.4.1 Management of the Company and direction of the work force are vested solely and exclusively in the Company, and shall not in any way be abridged except by specific restrictions as set forth in this Agreement.
- 2.4.2 The Company hereby retains the sole and exclusive control over all matters concerning the operation, management and administration of its business.
- 2.4.3 Without limiting the generality of the foregoing, the Company's rights shall include the following:
 - a) to select hire, transfer, promote and demote employees, and to discipline or discharge employees for just cause except by specific restrictions as set forth in this Agreement;
 - b) to require employees to observe Company rules and regulations not inconsistent with the terms of this Agreement;

- c) to maintain order, discipline and efficiency; and
- d) to determine and change the service and business of the Company and the schedules with respect to the same;
- e) to determine and change the locations where the Company's business is carried on;
- f) to determine and change the methods of carrying out the Company's business and service; and
- g) set uniform standards for the performance of work.

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

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

2.5 NO DISCRIMINATION

There shall be no discrimination on the basis of any prohibited ground set out in the Canadian Human Rights Act, nor for the membership in the Association and the participation in various legal functions and activities related thereto, nor the proper exercise of a Pilot's rights, responsibilities, and obligations under the Canadian Aviation Regulations (CARs).

2.6 NO REPRISAL

The Company and the Association agree that there will be no intimidation, discrimination, interference, restraint, or coercion, exercised or practiced by either them or their representatives because of a Pilot's participation or non-participation in the Association or its lawful activities.

2.7 GENDER CONVENTION

For the sake of clarity and editorial efficiency, it is understood that any references contained within this Agreement to the masculine gender shall also pertain to the feminine gender. No discrimination is intended or implied.

2.8 STRIKE/LOCKOUT

2.8.1 During the term of this Agreement, the parties agree to comply fully with the procedures set out in this Agreement and the *Canada Labour Code* with respect to the peaceful settlement of disputes. Except as otherwise permitted by law, the Association, including its directors, officers, representatives and agents, will not engage in, promote, or cause any strike or work stoppage at the Company.

2.8.2 Except as otherwise permitted by law, the Company agrees not to engage in any lockout of its Pilots.

2.9 CHANGES TO LAW OR REGULATION

Where a regulatory or legislative change affects a term of this Agreement, the Company will, in consultation with the Association, make any changes necessary to comply with the regulatory or legislative change. Nothing in this Section will be construed as preventing the Company from making any changes necessary to comply with the regulatory or legislative changes. The remainder of the Agreement will remain in full force and effect.

2.10 COMPANY POLICIES

When the Company updates operational policies which impact pilots, the Company will advise pilots through the established publication process of these changes and/or updates.

2.11 ISSUANCE OF THE AGREEMENT

The Association shall, no later than sixty (60) Calendar Days after this Agreement becomes effective, post the Agreement electronically to the Pilots on the Company's intranet site or using a similar electronic distribution method that may be implemented by the Company in the future.

2.12 AMENDMENTS TO THE AGREEMENT

- 2.12.1 Any amendments to the Agreement agreed to during the term of this Agreement shall constitute part of the Agreement between the parties.
- 2.12.2 This Agreement shall supersede all previous agreements, including but not limited to side letters of agreement, memoranda of agreement, or similar documents or individual agreements that were executed or applied prior to the effective date of the Agreement, unless such agreements or their terms and conditions are specifically incorporated into this Agreement.
- 2.12.3 Any amendments to this Agreement or individual agreements on working conditions that differ from or are not provided for in this Agreement must be executed in writing by the MEC Chairman or designee for the Association and the Vice-President Human Resources or designee for the Company.
- 2.12.4 Should the authorized signatories above change, the other party shall be provided with written confirmation of such change as soon as practicable.

2.13 DATA BASE

- 2.13.1 The Company will provide the following information in electronic format twice per year (January and July):
 - a) The names of all Pilots in the employ of the Company
 - b) The address and phone numbers of all Pilots
 - c) The names and level of Management and Supervisory Pilots

2.14 ALPA FOLDER

- 2.14.1 The Company will create and maintain an ALPA folder on the EFB tablets. This folder will hold this Agreement, any amendments to this Agreement and Jumpseat agreements. This folder will also hold other ALPA materials and documents as mutually agreed to by the parties, including ALPA safety flashes.
- 2.14.2 ALPA shall submit any ALPA materials to be included in the folder for review and acceptance by the Chief Pilot prior to the materials being included in the folder.
- 2.14.3 The Company may utilize a different electronic format and/or device to provide the same information in the future.

Section 3: SENIORITY

3.1 PILOT SENIORITY LIST (PSL)

- 3.1.1 Seniority shall be the length of service starting at the Pilot's date of hire as a Pilot in the Company.
- 3.1.2 The Company shall maintain an updated PSL. The PSL shall be published quarterly on January 15, April 15, July 15 and October 15 with a copy to the Association. The PSL shall be posted electronically on the Company intranet and shall remain there until replaced by an updated PSL.
- 3.1.3 The PSL shall show the Seniority of each Pilot by name, Rank, Awarded Base, Equipment, and date of hire of all Pilots employed by the Company.
- 3.1.4 Only Pilots whose names appear on the PSL are authorized to operate aircraft used by the Company in its flight operations, except as otherwise provided for in this Agreement.
- 3.1.5 Except as otherwise noted in this Agreement, and subject to law, regulation and/or stipulated Company minimum required qualifications, a Pilot's Seniority shall govern the rights between Pilots or changes in status including:
 - awarding Positions,
 - base transfers
 - determining lay-offs and recalls,
 - awarding displacement choices,
 - awarding vacation and statutory holidays, and
 - awarding schedules.

3.2 CHALLENGES TO AND CORRECTION OF PSL

- 3.2.1 Any Pilot may challenge in writing, within thirty (30) days following the posting of the PSL, any error or omission regarding their Seniority. If there are no challenges to the PSL within the thirty (30) day period, the seniority date of each Pilot on the list as of the date of publication shall be considered definite and may not be challenged later. A Pilot may not contest the same identical alleged error or omission twice. Notwithstanding the above, if a Pilot is on leave at the time the PSL is published, they shall have thirty (30) days from their return to work to submit their written request.
- 3.2.2 The Chief Pilot or designate will issue their decision in writing to the Pilot within fifteen (15) Calendar Days of the receipt of the Pilot's written challenge. The MEC Chairman or designate will be copied on any decision.
- 3.2.3 Typing errors, transcription, or written errors on the PSL may be corrected at any time.

- 3.2.4 Before filing a Grievance, a Pilot must first follow the process delineated in 3.2.1 above. The timelines for filing a Grievance will begin to run from the date the Pilot receives a decision in writing from the Chief Pilot or designate.

3.3 ATRIBUTION OF SENIORITY NUMBER

- 3.3.1 All Pilots on the PSL shall be credited with their Seniority held as of the effective date of this Agreement and shall continue to accrue during such period of service in accordance with the provisions of this Agreement.
- 3.3.2 Seniority for newly hired Pilots shall commence from the date of hire. Pilots who share the same date of hire shall have their relative Seniority determined by a lottery draw.
- 3.3.3 The lottery shall be numbers equivalent to the number of Pilots in the initial training class. The numbers shall be randomly selected by the Association representative and the Company via an online method or an otherwise mutually agreed upon method. This will indicate their Seniority placement on the PSL.

3.4 LOSING SENIORITY

- 3.4.1 A Pilot shall lose their Seniority and shall be removed from the PSL in the following cases:
- a) Resignation or retirement.
 - b) Dismissal (termination) for Cause
 - c) Failure to adhere to the conditions of Section 28 Leaves of Absences
 - d) Failure to adhere to the conditions of Section 20 Layoffs and Recalls
 - e) Layoffs exceeding five (5) years.

3.5 CHANGE IN OPERATIONS

- 3.5.1 Should the Company change ownership, merge with another Company, alter its corporate identity, including but not limited to, setting up of a subsidiary or combining with one (1) or more other airlines, purchasing, selling or transferring aircraft(s), which could result in the integration of Pilot seniority lists, this Agreement shall remain full force and effect, and the CIRB Certificate and the Pilot seniority rights in effect shall not be affected, unless provisions to the contrary are imposed by the CIRB.

Section 4: DEDUCTION OF DUES AND ASSESSMENTS

4.1 PAYROLL DEDUCTION

The Company shall, on each pay cheque, deduct Association dues, and properly authorized assessments from wages due and payable to all Pilots covered by the Canada Industrial Relations Board's (CIRB) certification order number 11629-U dated August 10, 2021.

4.2 AMOUNT

The amount to be deducted shall be equivalent to the regular dues' payment and properly authorized assessments of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of this Agreement except to conform to a change in the amount of regular dues or properly authorized assessments of the Association in accordance with its constitutional provisions. The Association shall provide the Company with a minimum of thirty (30) days' notice prior to any such proposed change. In the case of assessment, the Association shall include in such notice the duration of the assessment.

4.3 INSUFFICIENT WAGES OF A PILOT

If the wages of a Pilot payable for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable on the designated pay cheque, carry forward and deduct from any subsequent wages the dues not deducted on an earlier pay cheque.

4.4 REMITTANCE TO THE ASSOCIATION

- 4.4.1 Only payroll deductions required by law, deductions of monies due or owing the Company, and retirement deductions, where existent, shall be made from wages prior to the deduction of dues.
- 4.4.2 The amount of dues and assessments so deducted from wages, accompanied by a statement of deductions from each Pilot, shall be remitted by the Company to the Association not later than thirty (30) days following the pay cheque in which the deductions were made. The statement of deductions shall include:
 - a) the names of all active and inactive Pilots;
 - b) the amount of dues deducted for each Pilot;
 - c) the relevant rate of pay and job classification for each Pilot;
 - d) the salary upon which union dues were calculated; and
 - e) a reason should there be no deductions (e.g., layoff)

- 4.4.3 The Company shall provide the Association with a list of all newly hired pilots and their mailing addresses, phone numbers, and email addresses when available within thirty (30) days of the Pilot's hiring. The Company shall provide the Association an updated list every six (6) months.
- 4.4.4 In the instance in which an error occurs in the amount of any deduction of dues from a Pilot's wages, the Company shall adjust it directly with the Pilot. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in subsequent remittance. The Company's liability for all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Association.
- 4.4.5 In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section, all parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that, if at the request of the Association, counsel fees are incurred, these shall be borne by the Association. The Association shall indemnify and hold harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

4.5 REPORT TO THE ASSOCIATION

The Company shall provide the Association with a report in electronic format of each Pilot's earnings, deductions, dues, and assessments on an annual basis at the time Revenue Canada T4s are issued to the Pilots.

Section 5: ASSOCIATION FLIGHT RELEASE

5.1 GENERAL

- 5.1.1 When a Pilot is elected or appointed to fill a position in the Association, the Master Executive Council (MEC) will notify the Company in writing of the Pilot(s) holding such position(s) and the length or term of these position(s).
- 5.1.2 The Company shall compensate a Pilot for time spent performing Association business in relation to the Company ("Association Flight Release" or "AFR"). Except as specified in subsection 5.4.1. and 5.4.2., below, the Association will reimburse the Company for such costs.
- 5.1.3 In the event a Pilot is on any type of AFR they shall be responsible for completing Company-assigned training and maintaining currency (e.g., required takeoffs and landings).
- 5.1.4 For the purposes of this Section, one (1) day of AFR shall be credited at four (4) Credit Hours.

5.2 REQUEST FOR TIME OFF PROCESS

- 5.2.1 The MEC Chairman or their designate will submit requests via email for AFR to the VP of Flight Operations or their designate.
- 5.2.2 By July 31 of the year prior, the Association will provide the Crew Planning department the forecasted number of flight release hours or days per month broken down by Base, seat and aircraft Type for the purposes of Company manpower planning.
- 5.2.3 Subsequent to the process in subsection 5.2.2, above, the Association will provide Crew Planning with updated guidance on any known AFRs no later than the 20th two (2) months prior to the scheduling month (e.g., no later than September 20th for November schedules). The Association will provide Crew Planning with specific dates for known release time (who, which Base, aircraft etc.). The Association may send updates to the Manager of Crew Planning or their designate until the 1300 MT on the 4th of the month prior to published schedules (e.g., no later than 1300 MT on October 4th for November schedules). The Company will assess its staffing needs for the day(s) requested and if the Company has sufficient staffing for the requested day(s), it will approve the time off and place the appropriate code on each Pilot's days of Association business.
- 5.2.4 The Company will not unreasonably deny AFR; however, Pilots in training will not be released for AFR. The Company also acknowledges that the process described in subsections 5.2.2 and 5.2.3, above is intended only for AFR that is known in advance.
- 5.2.5 In instances where the Association could not have anticipated the AFR requirement (i.e., ad hoc requests), the MEC Chair or a designate may submit the request to the Crew Scheduling/Crew Planning Manager. The Company will assess its staffing needs for the day(s) requested and if sufficient staffing for the requested day(s) exists, Crew Scheduling will approve the time off and place the appropriate code on the Pilot's schedule depicting the AFR. If the Company cannot approve the request, it shall provide the MEC Chair with a reason for the denial and the Company and the Association can discuss possible alternative solutions such as moving the AFR day(s) to another date.
- 5.2.6 A Pilot who is granted AFR according to this Section shall be treated as an Active Pilot and will continue to retain and accrue Seniority, length of service, Vacation and Sick leave. The Pilot shall have travel privileges in accordance with the Company's existing travel arrangement and/or any travel privileges policy implemented in the future.

5.3 ANTICIPATED ASSOCIATION EVENTS

In addition to AFR that is known in advance pursuant to subsection 5.2.3, above, the Company shall grant AFR requests for annually reoccurring Association events as follows:

Event	Anticipated Month	Releases	Maximum # of Pilots Released
Spring/Summer Executive Board	April or May	MEC Chair and Vice Chair (or designates)	2
Fall/Winter Executive Board	September or October	MEC Chair and Vice Chair (or designates)	2
Bi-Annual Board of Directors	Even years Octobers, every two years	MEC Chair, Vice Chair, Secretary/Treasurer and Captain and First Officer Representatives from each Local Executive Council	5
Canada Board First Meeting	Normally first quarter of each year	MEC Chair and Vice Chair (or designates)	2
Canada Board Second Meeting	Normally August or September	MEC Chair and Vice Chair (or designates)	2

5.4 COMPANY PAID AFR BANK

- 5.4.1 The Association's MEC (MEC Chairman, MEC Vice-Chairman and MEC Secretary Treasurer) will be allotted a combined total of two hundred fifty (250) Company paid hours annually as of January 1st of each year. Any flight release in excess of two hundred fifty (250) hours shall be reimbursed to the Company in accordance with Section 5.8, Reimbursement to the Company, below.
- 5.4.2 In addition to the AFR granted in accordance with subsection 5.4.1, above, the Company shall allocate an additional one hundred fifty (150) Company paid hours to the AFR Bank for 2022 on the effective date of this Agreement. Subsequent AFR banks in this section will be as follows:
- a) Year 2023 – Four hundred and fifty (450) hours
 - b) Year 2024 – Six hundred (600) hours
- 5.4.3 Any flight release in excess of the annual hours for each year shall be reimbursed to the Company in accordance with Section 5.8, Reimbursement to the Company, below. The MEC Chair or their designate shall advise the Company

when AFR is to be deducted from this bank at the time it is requested.

5.5 ALLOTMENT OF AFR FOR CONTRACT PREPARATION, NEGOTIATIONS, AND RATIFICATION

- 5.5.1 The Company shall permit the full-time flight release of up to three (3) Pilots on a regular and ongoing basis for the period of contract preparation, negotiations, and ratification. The MEC Chairman or their designate shall notify of the Company of the names of the up to three (3) Pilots required for each month through the process provided in subsection 5.2.3, above.
- 5.5.2 The up to three (3) Pilots identified in subsection 5.4.1, above, shall be compensated at the applicable Minimum Monthly Guarantee (MMG). The Association shall reimburse the Company in accordance with Section 5.8, Reimbursement to the Company, below.
- 5.5.3 Any Pilot on AFR released in accordance with this subsection may pick up flying during a month at their straight time Hourly Base Rate in accordance with the SECTION 8.8 COMPANY OPEN TIME FLYING.

5.6 PILOT-INITIATED MOVEMENT OF AFR DAY

The Association may request that Crew Scheduling move a previously approved AFR day in order to facilitate currency requirements as outlined in Subsection 5.1.3, above. Such requests must be made a minimum of seventy-two (72) hours in advance and will not be unreasonably denied.

5.7 CANCELLATION OF AFR

Unless it is within twenty-four (24) hours of the start of the AFR, the Company may cancel AFR for operational needs.

5.8 REIMBURSEMENT TO THE COMPANY

- 5.8.1 The Company shall provide the Association with a detailed invoice of each month's AFR no later than forty-five (45) Calendar Days following the month in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:
 - a) The name(s) of the Pilot(s);
 - b) The date(s) such Pilot(s) is(are) on AFR;
 - c) The number of flights pay hours the Pilot(s) missed while on AFR;
 - d) The Pilot(s)' hourly rate(s); and,
 - e) The amount to be reimbursed to the Company.
- 5.8.2 The Association will reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred when granting Pilots time off pursuant to this Agreement. Said costs shall include a twenty percent (20%) premium to cover benefits and administrative expenses.

5.9 TRAVEL COSTS

When an Association representative is required to travel for meetings requested by the Company, they shall be entitled to free positive space travel if the Company has scheduled service between the two (2) cities the Association representative is travelling between. If the meeting is not in a location where positive space travel is available, the Company shall provide the requested Association representative a full fair round trip ticket. Subject to the mutual agreement of the Parties meetings can be conducted via electronic platform. When practicable remote meetings shall be the preferred method and such request shall not be unreasonably denied.

5.10 AFR FOR CANADA BOARD ELECTED OFFICIALS

- 5.10.1 The Company shall provide the following release for a maximum of one (1) Pilot at any given time serving on the ALPA Canada Board. Such Pilot shall be allotted full AFR for each monthly bidding period they are in office. The monthly total Credit will be eighty (80) hours per bid period for the length of term in office.
- 5.10.2 The Association shall reimburse the Company for any ALPA Canada Board AFR and associated benefits in accordance with Section 5.8, Reimbursement to the Company, above.
- 5.10.3 A Pilot on ALPA Canada Board AFR as per this Section shall be treated as an Active Pilot and will continue to retain and accrue Seniority, length of service, Vacation and Sick Leave. The Pilot shall have travel privileges in accordance with the Company's existing travel arrangements and/or any travel privileges policy implemented in the future.
- 5.10.4 A Pilot on ALPA Canada Board AFR shall maintain currency as per subsection 5.1.3 above.

Section 6: Probation

- 6.1.1 New pilots shall be required to serve a probationary period of six (6) months of cumulative service with the Company starting from their Date of Hire.
- 6.1.2 No Pilot shall be required to serve more than one (1) probationary period.
- 6.1.3 A Pilot who is laid off during probation and then recalled for duty shall be credited with the previous period of employment towards completing the probationary period.
- 6.1.4 Under certain circumstances, the probationary period may be extended upon mutual agreement between the Company and the Association to a maximum total of twelve (12) calendar months. The Chief Pilot or designate and another Company representative shall meet with the affected Pilot to advise of the reason for the extension. The Company shall provide the Pilot and the Association or designate a reasonable amount of notice prior to any such interview. The Affected Pilot may choose to have an Association representative attend the meeting. The Company shall provide a written confirmation to a Pilot of any decision to extend probation, with a copy to the Association.
- 6.1.5 The Company reserves the right to dismiss a Pilot during the Pilot's probationary period should their service be deemed unsatisfactory by the Company; such decision would be in the sole discretion of the Company. The Company shall inform the Pilot, in writing, of the reasons for the dismissal with a copy to the Association. A probationary Pilot shall be entitled to file a grievance in accordance with the provisions of Section 37.2 – GRIEVANCE PROCEDURE.

Section 7: FILLING OF VACANCIES /POSITION BIDS

7.1 GENERAL

- 7.1.1 All staffing requirements will be determined by the Company.
- 7.1.2 The Company will provide the Association's Scheduling Committee Chair with regular updates regarding planned scheduling and impact on pilots.
- 7.1.3 No Pilot shall be required to remain current on more than one (1) Type of Equipment. Training Pilots and Management Pilots may be required to remain current on more than one (1) Type of Equipment, depending on the needs of the operation.
- 7.1.4 The Company shall post all Position Vacancies for a minimum period of seven (7) days and shall notify Pilots electronically on a weekly basis of any Position

Vacancies. The Company may also publish Position Vacancies on social media or other sites.

7.1.5 The Company shall use a Preferential Standing Bid (PSB) system to provide an orderly method of applying the principles of Seniority and to ensure stability for the Pilot's base and working conditions.

7.1.6 The Company shall publish the Pilot Seniority List (PSL) no less than quarterly (January 15, April 15, July 15, and October 15). The details of the PSL shall follow the requirements as outlined in SECTION 3 - SENIORITY.

7.2 PREFERENTIAL STANDING BID (PSB)

7.2.1 The Company shall utilize an internet based PSB system for Pilot bidding of available Positions and the positing of awards. All awarded bids are binding unless cancelled by the Company.

7.2.2 Except as set forth in subsection 7.2.6 below, All Pilots on the PSL shall be eligible to participate in any open Vacancy as they may appear in the PSB system.

7.2.3 Pilots are required to update and maintain their standing bid which will serve on a continuous basis as their bid for any Permanent Base positions, equipment, or status change. Once an award is issued, the award becomes binding. The Company and the Association will not be responsible or liable when a Pilot bids incorrectly.

7.2.4 A Pilot may change their standing bid at any time and up until the published closing date and time of the bid. At the closing time the Company will accept the results of the bid as final and use the results in the awarding of the bid.

7.2.5 If a Pilot has not updated or maintained their standing bid, the Base of preference and Status will be based on the Pilot's most updated standing bid.

7.2.6 New hire pilots may be assigned their initial base at the discretion of the Company. However, if a PSB is open at the start of the new hire's employment, the Company shall allow the new hire to participate in the PSB as long as the PSB closes on or after their second day of employment.

7.2.7 Pilots on layoff or leave of absence must maintain their Permanent bid preference.

7.3 POSTING OF POSITION VACANCIES

7.3.1 A Position Vacancy shall include the following:

- a) Status (Captain or First Officer);
- b) Base;
- c) Equipment Type;
- d) Anticipated number of Vacancies or reductions;
- e) Anticipated effective date of Vacancy(s);
- f) Expected training commencement date, if known;
- g) Closing date and time.

7.4 FILLING OF VACANCIES

- 7.4.1 Positions shall be filled through the PSB and, if required, Company assignments. Vacancies shall be filled in order of Seniority.
- 7.4.2 Only Pilots, that are on the PSL may be awarded a vacant Position when the PSB is completed.
- 7.4.3 Vacancies shall be awarded using the PSB and will be filled in order of Seniority.
- 7.4.4 The results of any Position awards shall be published to all Pilots on the PSL within fourteen (14) Calendar Days after the closing day of the bid.
- 7.4.5 A pilot who bids for and is awarded a position must be available for training and to assume the Position after it is awarded and on the effective date
- 7.4.6 After the bid award is finalized, should a Pilot become unavailable to report for their awarded training date, the Company may contact the next eligible Pilot as determined by the original PSB to assign the subsequent Pilot the now vacant training seat.
- 7.4.7 If the awarded position is cancelled prior to the effective date, the Pilot will remain in their current position.
- 7.4.8 When a First Officer is to be Upgraded to Captain, the Pilot shall only be awarded the Position if they meet the eligibility requirements as defined in the Captain Selection Process and Captain Training Program document.
- 7.4.9 A Pilot who is displaced shall be awarded a Position in accordance with their PSB. The Pilot may displace a junior Pilot in any Position. A displaced Pilot who fails to bid sufficient choices for Positions shall be assigned a Position by the Company in accordance with their Seniority.
- 7.4.10 The Company shall offer recall to all Pilots on layoff in order of Seniority prior to hiring externally.
- 7.4.11 If no Pilot bids to a specific Position, the Company may assign a Pilot to such Position in reverse Seniority starting with the most junior Pilot on the PSL.
- 7.4.12 If there are no Pilots on the PSL available to fill a Vacancy, the Company may hire Direct Entry Captain(s). For clarity, before hiring Direct Entry Captains the Company must first upgrade any qualified First Officer on the PSL that is eligible for an upgrade in order of Seniority. The need for training shall not be used as a basis for bypassing a Pilot on the PSL in favor of a Direct Entry Captain.
- 7.4.13 Before hiring any Direct Entry Captain(s), the Company will advise the Association of its intentions and the reasons thereof. If the Association so desires, the Association may have a representative, in coordination with the Chief Pilot's office, review a list of all First Officers who have the minimum upgrade qualifications to bid for an upgrade. All these First Officers will be evaluated by the Company in accordance with Captain Selection Process and Captain Training Program document.

- 7.4.14 To qualify for initial upgrade to Captain, a Pilot must meet the requirements in the Captain Selection Process and Captain Training Program document.

7.5 REDUCTION BIDS

- 7.5.1 Where there is a base reduction, the reduction will be in reverse order of seniority. The Company will provide the Association and the Pilots at least thirty (30) Calendar Days' notice of any base reduction or closure. Pilots will be required to update their PSB to reflect their desired bid.
- 7.5.2 Once a notice is sent to all Pilots that a reduction of Pilots or Base closure is required, all Pilots on the PSL shall be required to submit a PSB per 2.0. PREFERENTIAL STANDING BID. Each Pilot will be required to fill all applicable slots of the PSB. The PSB for a reduction shall run for not less than fifteen (15) days.
- 7.5.3 Pilots affected by a Base reduction or closure will have the first right to any vacancies on the same equipment/type at another Base based on Seniority. If there are no available positions, a Pilot that has been displaced as a result of a reduction or closure shall have the right to displace a junior Pilot in any Position.
- 7.5.4 Once the PSB is complete, the awarded bids shall be posted to the Pilots within fourteen (14) days, with the awards being forwarded to the awarded Pilots within seven (7) business day.

7.6 VACANCY AWARDS WHILE ON INACTIVE STATUS

- 7.6.1 A Pilot on leave shall return to their prior Position subject to Seniority, or fill Vacancy Positions provided they have a known return-to-work date that allows them to meet the requirements associated with the Vacancy award. The notification regarding the return-to-work date shall be submitted in writing. The Company reserves the right to determine that the documentation provided is sufficient.

7.7 UNFILLED POSITIONS/CHALLENGES – AFTER BID AWARD

- 7.7.1 Vacant Positions remaining after a bid award shall be filled by new-hire Pilots or in accordance with this Agreement.
- 7.7.2 A dispute notification period consisting of five (5) consecutive Calendar Days will begin at 0001 hours Mountain Time (MT) on the day after the bid is published. All challenges to bid awards must be made in writing to the Association or their designate, with a copy to the Assistant Chief Pilot, Crew Management or their designate. The Company will notify both the Pilot and the Association of its decision in writing within seventy-two (72) hours of receipt of the bid challenge.
- 7.7.3 If a bid award is determined to be incorrect and necessitates a re-run of the bid, it shall be conducted within three (3) business days using the original PSB information.

Section 8: SCHEDULING

8.1 Scheduling Committee

- 8.1.1 The Company recognizes the Joint Scheduling Committee (JSC) composed of two (2) Pilots per type of equipment as designated by the MEC Chairman and two (2) members of the Company Planning/Scheduling department.
- 8.1.2 The MEC members of the Joint Scheduling Committee will be provided computer access to Company systems to monitor and review monthly schedules and daily assignments for Pilot Seniority, contractual and CAR's compliance. The JSC shall maintain the Confidentiality of sensitive information.

8.2 Preferential Bid System (PBS)

- 8.2.1 Pilots will bid their monthly block schedule utilizing the PBS software.
- 8.2.2 The JSC will have the ability to monitor the parameters utilized in the PBS and make recommendations based on operational needs, including but not limited to, open time considerations and line value adjustments, to ensure Pilot Seniority, contract compliance and Company operational needs, including reserve coverage. Parameters utilized in the PBS shall not be in conflict with terms of this Agreement.

8.3 Pairings

- 8.3.1 The Company is responsible for constructing Pairings for each Base.
- 8.3.2 While the Bid is open the Company shall notify Pilots that modifications to the published pairings have occurred prior to the bid awards being published. In such case, the Bid Window shall remain open for two (2) additional Days.
- 8.3.3 All known flight segments for the month will be built into Pairings for the following month.
- 8.3.4 For the purpose of constructing pairings and awarding monthly schedules, all pairings shall initiate and terminate at a Pilot's Base. In actual operations, exceptions may be mutually agreed upon between the Company and the Pilot.
- 8.3.5 Unless approved by the JSC, Pairings shall not exceed one hundred and forty-four(144) hours away from home Base. Should the Company determine a need for longer Pairings, all relevant data will be provided to the JSC and discussions regarding parameters of such Pairings will occur, including but not limited to, special operational issues which may be applicable.
- 8.3.6 For purposes of Pairing Credit, all Pairings will be constructed utilizing the Credit formulae as specified in **Section 21** (Compensation).
- 8.3.7 The Company will make best efforts in minimizing Split Duty Pairings which spans across two (2) calendar days during the hours of 23:59-05:00.

8.4 Bid Package Publication and Pre-assignments

- 8.4.1 No later than the tenth (10th) of the month the Company will publish a bid package containing all Pairings to be utilized for the following bid period.
- 8.4.2 All known pre-assignments, including but not limited to, required Ground Training, Simulator or Flight Training, Union Days, Vacation etc., for individual Pilots will be available to consider when they enter their bid preferences.
- 8.4.3 All known pre-assignments will have the appropriate Credit associated with them when the PBS is utilized in accordance the following:
 - a) Vacation Day = 4 Hrs (20 Hrs week)
 - b) Statutory Holidays = 4 hrs per Day
 - c) Recurrent Training Day (including Simulator Training) = 4 Hrs per Day
 - d) Union Day = 4 Hrs per Day
 - e) Administrative/Office Day = 4 Hrs per Day
 - f) Reserve Availability Period (RAP) = 4 Hrs per Day
 - g) Others as needed
- 8.4.4 Based on specific requirements at a Base, the Company and the JSC may withhold from the bid package one hundred (100) Credit Hours of the known Credit.

8.5 Bidding

- 8.5.1 Following the publication of the bid package, the Pilot bid window will open for a minimum of seven (7) days and will close no later than the 18th of the month.
- 8.5.2 A Training Pilot bidding their line which contains known Training Days may bid up to four (4) GDO's consistent with paragraph 20.4.3 below. These days will be assigned in seniority order as a known absence amongst the Training Pilots prior to the PBS run.
- 8.5.3 A list of allowed bid preferences will be maintained within the bid interface and available for download. In general, a Pilot may bid for specific Pairings, generalized Pairing types, various Pairing parameters, specific Guaranteed Days Off (GDO's). A pilot may bid for a Mixed line of flying consisting of both Pairings and reserve days.

8.6 Bid Award

- 8.6.1 A Pilot who has failed to enter a bid will have their schedule assigned by the PBS via either the Pilots standing bid if entered, or the PBS default bid.
- 8.6.2 The Company will publish all bid awards no later than 17:00 MST on the twentieth (20th) of the month prior to the month being bid. The parties agree that bid award date may be extended by up to two (2) days if necessary due to operational requirements. Should a further extension beyond two (2) days be necessary, approval of the JSC will be required, and the Company will notify the

- pilot group of this delay.
- 8.6.3 Subject to age restrictions that exist in a jurisdiction where Flair flies, the PBS shall not award any pairing to a pilot aged sixty-five (65) and older in these jurisdictions.
- 8.6.4 A pilot aged 65 and older may be assigned pairings that may be out of seniority in order to construct a block.
- 8.6.5 The PBS Line Award window will be determined by Crew Planning per base and position. The bid window will be no more than ninety-two (92) credit hours per month. Notwithstanding the ability to change the bottom or top of the Line Award window, the bidding window shall be a minimum of eight (8) credit hours in width. During the actual month, based on actual conditions and the provisions of this Agreement, actual Credits may be greater than ninety-two (92) Credits in a bid month. (BLOCK GROWTH)
- 8.6.6 A published Line Award will contain no less than the required Days Off as specified in paragraph 20.13.2, below.
- 8.6.7 The PBS system constructs Line Awards respecting the bid preference requests and seniority of the Pilots at their current base provided all the duties are covered. Required Training or other applicable known absences specified in paragraph 20.3.3, above, for an individual Pilot may override that Pilots specific bid requests.

Provided a Pilot is available to the Company for the entire bid period, once the Company publishes the monthly schedules a Pilot will be protected for no less than the minimum monthly Guarantee except for Pilot induced drops. A Pilot who is not available for the entire bid period will have their monthly guarantee adjusted utilizing the prorate table in **Section 9** (Hours of Service).

8.7 Reporting

- 8.7.1 Pilots shall report for duty at the start of their Pairing or at an outstation after their overnight one (1) hour prior to scheduled departure time. Due to specific operational requirements (e.g., aircraft repositioning, head start flights, departures to international destinations), check-in times may be increased or decreased. Pilot Duty time will be calculated beginning from the actual reporting time.
- 8.7.2 The Company will maintain a standard method of notifying Pilots of any change to the departure time of their trips.
- 8.7.3 The Company shall notify Pilots as far in advance as Crew Plannings' workload permits of any cancellations, extensions, delays, or deferments of their Pairing provided such notification does not interrupt required crew rest periods. If a change occurs to a Pairing during a designated Rest period, a passive message will be sent to the Pilot. Pilots should check their email 30 minutes prior for any changes prior to departing from their lodging facility, whether at home or away. The details of the change will not be included in the email. The Company must inform the Pilot of a change:

- a) At least ninety (90) minutes prior to check-in time at Home Base, or
 - b) Sixty (60) minutes away from Base.
- 8.7.4 When away from Home Base and Irregular Operations (IROPS) conditions exist, the Pilot may actively contact the Company prior to leaving the suitable accommodations and discuss the operational circumstances. If the discussions result in a delayed Report time, the Company will contact the remainder of the Crew and advise the new Report time.
- 8.7.5 A Crew Scheduler may contact a Pilot when a delay is known as follows:
- a) The Company will notify the Pilot via a passive message as soon as the delay is known when at Home Base. Pilots are required to check their roster ninety (90) minutes prior to the scheduled check in time to ensure no changes have been made.
 - b) Away from Home Base, the Company will notify the Pilot at the lodging facility via a Passive message as soon as the delay is known. Pilots are required to check their roster thirty (30) minutes prior to the scheduled departure time from the lodging facility to ensure no changes have been made.
- 8.7.6 Sending a passive message, is permitted at any time and is not a disruption of rest. It is recommended that the Pilot silence their phone notifications when going to sleep. The Pilot may acknowledge any passive notification regarding the delay in the form of an email or phone call to Crew Scheduling, or by confirming changes in their roster. Such voluntary acknowledgement is not an interruption to Rest and does not require a Rest reset.

8.8 Open Time

- 8.8.1 Open Time will be published via NavBlue after the publication of the schedule and if open time is available. Pilots may request any available Pairing at their base provided they are of the required Position, legal to operate the Pairing in its entirety and provided the acceptance of the Pairing does not impact any scheduled Assignment on the Pilots schedule.
- 8.8.2 Open Time requests shall be processed and assigned on a first-come, first-serve basis. A Pilot may not request any Open Time until officially published by the Company.
- 8.8.3 Any assigned Open Time will be Credited to the Pilot in accordance with **Section 21** (Compensation)

8.9 Pairing Trades

- 8.9.1 Two Pilots may request to trade Pairings.
- 8.9.2 The Company shall not deny a Pairing trade provided the Pairing trade is legal with regards to the Cars, this Agreement and Crew Planning parameters. Crew Planning parameters will be shared with JSC.

- 8.9.3 Partial Pairing trades will not be permitted.
- 8.9.4 Trades will not be approved if they require changes to Deadheading on other Airlines or any additional Deadheading sectors. Swaps that result in an increase to Company's expenses will not be accepted.
- 8.9.5 A Pairing trade shall not generate Overtime Premium.
- 8.9.6 A pilot must be qualified for the pairing that they are trading. I.e. a Captain may only trade for another Captain pairing. Other qualifications such as route qualifications, ETOPs etc. must also be met.
- 8.9.7 Pairing Trades must be completed at least 24 hours prior to the check in time.
- 8.9.8 Pairings that require training or regulatory training or qualification events (eg. Line check, line indoc, simulator) will not be permitted to be swapped.

8.10 REASSIGNMENT

- 8.10.1 A Pilot will be subject to reassignment when all or part of their original flight or flights are cancelled and do not operate. The Company shall notify the affected Pilot that their Pairing(s) has been modified as soon as it is known provided such notification does not interrupt required crew rest periods.
- 8.10.2 Crew Scheduling will not make Pairing modifications unless the modification is deemed to be an operational necessity. A delay to an assigned flight is not considered a reassignment.
- 8.10.3 No less than standard minimum turnaround times shall be used in determining the Duty Period (DP) for reassignments.
- 8.10.4 A Pilot will not be Reassigned on the first day of a Pairing to begin earlier than three (3) hours before the original Report time unless agreed to by the pilot.

A Pilot may be reassigned on the last day of a pairing up to three (3) hours after the original release time. If for operational reasons the pilot is requested and agrees to operate more than three (3) hours past original release time they will receive four hundred (400) dollars.

- 8.10.5 When the Company notifies the Pilot of a Reassignment, the Pilot shall be Reassigned as follows.
 - a) If Reassigned prior to the original Report time the Pilot will be Reassigned to a new Pairing, or,
 - b) If the Pilot has already Reported for the Pairing the Pilot;
 - i) May be Reassigned to other flight Segments compliant with the Pilots FDP, or,
 - ii) If the Pilot is a Reserve Pilot, return to complete their RAP period.
 - c) May be Reassigned Reserve. In such case the Reassigned Pilots RAP will be for the duration of the original DPs for which they were scheduled, or,
 - d) May be released from any further obligation during the scheduled Day(s) of the original Pairing.

- 8.10.6 Unless agreed to by the Pilot, no Reassignment shall be made which will force the Pilot into an unscheduled overnight. This does not mean the Pilot cannot be Reassigned to a different overnight location.
- 8.10.7 Unless a Pilot volunteers, the Company shall not make any Reassignment to a Pilot in order to assign a Pairing to a Pilot past 0100 into a GDO.
- 8.10.8 A Pilot who reports for duty and is subsequently reassigned as per this **Section 8.10** Reassignment, shall be Credited and paid the Reassigned Pairing Credits as per **Section 21** (Compensation), including any Credits that may have accrued or shall now apply towards Overtime.

8.11 Wild Card” GDO’s

- 8.11.1 A Pilot is entitled to receive four (4) Wild Card GDO’s per calendar year to bid in any Month the Pilot selects subject to the provisions below.
- 8.11.2 Wild Card GDO’s can only be requested twice in a calendar year.
- 8.11.3 The Pilot shall forward their request to use their Wild Card GDO’s to Crew Scheduling no later than 17:00 Mountain Standard Time on the first day of the preceding month for which the request applies, e.g., Apr 1 for May bid period.
- 8.11.4 A Pilot can only present one (1) request at a time, however, the request can be for all available Wild Card GDO’s for which the Pilot is eligible.
- 8.11.5 Wildcard GDO’s supersede a regular GDO request in a Pilots monthly Bid as specified in paragraph 20.4.3, above.
- 8.11.6 When two (2) or more Pilots from the same base request Wild Card GDO’s on the same dates, all Wild Card GDO requests will be honored provided operational coverage can be maintained. If operational coverage cannot be maintained the wild card GDO’s will be assigned in order of seniority.
- 8.11.7 Wild Card GDO requests may be denied during the following time periods:
- a) Between December 15th to January 15th of the following year; and
 - b) From the Monday prior to Easter through Easter Monday.
- 8.11.8 A Pilot awarded their Wild Card GDO request may not subsequently change their request.
- 8.11.9 Unused Wild Card GDO’s shall not be carried over to the following year.

8.12 Reserve

- 8.12.1 An assigned RAP shall be a maximum of twelve (12) twelve hours in duration.
- 8.12.2 A Reserve Pilot will ensure availability and ability to accept an assignment from the Company. A mobile device is the required method of communication. All

Reserve Pilots will provide the Company with an agreed upon contact number.

8.12.3 A Reserve Pilot is subject to a ninety (90) minute call-out for an Assignment while on a RAP.

8.12.4 In accordance with paragraph 20.12.12 above, Reserve Pilots will be assigned in seniority order utilizing their available reserve days.

a) The Company may assign available Pairings to a Reserve Pilot based on a “best fit” or “bucket” concept. The examples below illustrate the concept but do not cover every possible variation:

- Reserve Pilot with only one (1) reserve day will be assigned a one (1) day Pairing.
- Reserve Pilot with two (2) reserve days will be assigned a two (2) day Pairing.
- A Reserve Pilot(s) below the eighty-five (85) Credited MMG may be called prior to a Reserve Pilot(s) who has exceeded or will, with the addition of the available Pairing, exceed the eighty-five (85) Credited MMG. Any remaining reserve days will continue to accrue Credit and Pay as per Section 21 (Compensation).
- Two Reserve Pilots with different Reserve start times – the pilot with the earlier start time will be assigned a duty if their maximum duty period will not be exceeded and will not have the ability to pass to the Reserve Pilot (junior) who has a later Reserve start time. Pilots with different Reserve start times are not considered to be equal in terms of assigning flights.
- Pilots are considered to be in the same “bucket” when their RAP start time and consecutive available RAP days are identical.

b) When contacted by Crew Scheduling, a Reserve Pilot may pass on the Assignment provided there is a junior Reserve Pilot available for the assignment who has the same RAP start time, available RAP days and meets the ‘best fit’ criteria.

c) If there are no Reserve Pilots available for the specific Pairing, the Company may split the Pairing

8.12.5 When a Pairing becomes available and the Pairing has a Report time of two (2) hours or less, the Company may assign the Pairing to the first Reserve Pilot with whom they make positive contact.

8.12.6 When making Reserve Assignments Crew Scheduling will make two (2) attempts to notify the Pilot by phone no less than fifteen (15) minutes apart. A Reserve Pilot on a RAP is expected to respond to Crew Scheduling within fifteen (15) minutes of the first Crew Scheduling message. Fifteen (15) minutes after the second attempt to contact the Reserve Pilot, Crew Scheduling will deem that Reserve Pilot unavailable and the Pilot will have their MMG lowered by four (4) credit hours. If the pilot does not answer on the 2nd call Crew Scheduling will assign the duty to the next pilot on Reserve.

8.12.7 The Company will attempt contact with a Reserve Pilot as far in advance of the

Report time of an Assignment as possible. A Reserve Pilot is only required to respond to the Company when not on a required Rest Period and while on a published RAP.

- a) The Company may attempt to contact a Reserve Pilot at any time other than a required Rest Period to notify of a cancelled assignment.
- b) If a Reserve Pilot within a RAP is notified that a Flight Assignment is cancelled prior to Report, the Reserve Pilot will return to their assigned RAP for any remaining time within that RAP, or as applicable, the next available assigned RAP.

8.12.8 The Company may attempt passive messaging to a Reserve Pilot of Pairing Assignments, delays, cancellations, or changes to previously assigned Flight Duties.

- a) Passive notification is not considered to be completed unless the Company receives an acknowledgement by the Pilot, which is optional. Acceptance of the notification on their roster will be considered an acknowledgment.
- b) If no acknowledgement is received from the Reserve Pilot, then Crew Scheduling will contact the Reserve Pilot by phone no earlier than two (2) hours prior to that Reserve Pilots next Report time or once the Reserve Pilot has begun the next RAP.

8.12.9 A Reserve Pilot who was assigned to a Pairing and, after their Report is removed from the Pairing prior to the first flight segment, is subject to Reassignment.

8.12.10 Once assigned, a Reserve Pilot will complete the Pairing.

- a) Unless contacted by Crew Scheduling, a Reserve Pilot will be released to Rest fifteen (15) minutes after the last flight segment blocks in.
- b) If contacted by the Crew Scheduling prior to Release, a Reserve Pilot may be assigned additional Flight Segments.

8.13 Guaranteed Days Off (GDO's)

8.13.1 Pilots undergoing Initial Training will have days off scheduled according to **Section 15** (Training).

8.13.2 Except as specified within this subsection, all Pilots shall be scheduled for twelve (12) GDO's in a thirty (30) Day month and thirteen (13) GDO's in a thirty-one (31) day month.

- a) A Pilot shall not be scheduled for more than eighteen (18) Days of work in a Bid Period.
- b) A Pilot who was not awarded the full complement of GDOs on their published schedule must inform Crew Planning as soon as possible to advise them of the discrepancy but at the latest within 48 hours of schedule publication

8.13.3 If a pilot is awarded a schedule with less than the minimum required GDO's upon the pilots the flight(s) will removed in the following order:

- a) unawarded requested guaranteed days off

b) Lowest credit

8.13.4 All Days Off in excess of the minimum required GDO's on a published line become GDO's for that specific Pilot.

8.13.5 The Company shall not assign any Duty on a Pilot's GDO without the consent of that Pilot.

8.13.6 Except as otherwise specified within this Agreement, if a Pilot is requested by the Company to voluntarily perform any Duty on their GDO, the following shall apply:

- a) A Pilot will have the right to refuse a Duty Assignment on a GDO.
- b) Pilots performing any Duty on a GDO will be paid at two (2) times their hourly rate of pay as specified in **Section 21** (compensation).
- c) Hours worked on a GDO are not included in the Overtime calculation and will be treated as a premium in accordance with **Section 21** (Compensation). These hours will not contribute to minimum monthly credit hours.
- d) The GDO will not be replaced.

8.13.7 A pairing may be scheduled to end up to 01:00 local time at a pilots' home base into a GDO.

8.13.8 A Pilot on a Flight Duty Period that was scheduled to end before 01:00 and is extended due to operational reasons beyond 03:00 into a guaranteed Day Off will be paid an additional (\$400) four hundred dollars.

8.14 AIRCRAFT REPOSITIONING/TAXI PAY

Planned taxi-only legs shall be built as part of a Pairing. Taxi only legs will be credited 20 Minutes of credit per event added to MMG.

Section 9: HOURS OF SERVICE

9.1 Report and Release Times

- 9.1.1 In accordance with Section 8 Scheduling (par20.6.1), Pilot Check-in times will normally be scheduled for one (1) hour prior to first departure or deadhead.
- 9.1.2 Pilot Check-out times will automatically be 15 minutes after the end of the Flight Duty Period.

9.2 PILOT REST PERIOD

- 9.2.1 The minimum rest period at a Pilot's home Base shall not be scheduled for less than twelve (12) hours.
 - a) During a reassignment that occurs at home Base a Pilot may volunteer to reduce their rest period to ten(10) hours and the Pilot will be provided a suitable hotel upon request; or
 - b) During a reassignment at home Base that will not provide the Pilot with the twelve (12) hour rest period prior to the report time of the next Pairing, the Pilot may volunteer to reduce their rest period to ten(10) hours and the Pilot will be provided a suitable hotel upon request; or
- 9.2.2 The minimum rest period when a Pilot is away from home Base shall not be less than ten (10) hours in a suitable hotel. The ten (10) hours is calculated as time in the hotel, (key in hand) which does not include the travel time to and from the airport.

9.3 HOURS OF SERVICE

- 9.3.1 The maximum scheduled Flight Duty Period (FDP) shall be as specified within the COM, Appendix D.5. 3.02. Due to unforeseen circumstances, the Company may extend the Pilots' Duty Period provided both Pilots agree. Should the Pilot(s) make the decision not to extend the Duty Period, the Pilots will not be required to justify their decision any further.
- 9.3.2 The Company will have the ability to extend a Pilot beyond the Duty Period to deadhead the Pilot by a maximum of three (3) hours past the FDP limitations as specified within the COM Appendix D.5. For any deadheading which might exceed three (3) hours past the FDP limitation specified in the COM Appendix D.5., such exceedance shall only occur upon obtaining the Pilot's consent. Any required Rest shall be as specified within the COM appendix D.12.

9.4 DAYS AVAILABLE - PRORATION

9.4.1 PRORATION TABLE- PLANNED ABSENCES IN A 30 DAY MONTH

0	18	12	85.00
1	17	12	82.17
2	17	11	79.33
3	16	11	76.50
4	16	10	73.67
5	15	10	70.83
6	14	10	68.00
7	14	9	65.17
8	13	9	62.33
9	13	8	59.50
10	12	8	56.67
11	11	8	53.83
12	11	7	51.00
13	10	7	48.17
14	10	6	45.33
15	9	6	42.50
16	8	6	39.67
17	8	5	36.83
18	7	5	34.00
19	7	4	31.17
20	6	4	28.33
21	5	4	25.50
22	5	3	22.67
23	4	3	19.83
24	4	2	17.00
25	3	2	14.17
26	2	2	11.33
27	2	1	8.50
28	1	1	5.67
29	1	0	2.83
30	0	0	0.00

9.4.2 PRORATION TABLE- PLANNED ABSENCES IN A 31 DAY MONTH

0	18	13	85.00
1	18	12	85.00
2	17	12	82.17
3	17	11	79.33
4	16	11	76.50
5	16	10	73.67
6	15	10	70.83
7	14	10	68.00
8	14	9	65.17
9	13	9	62.33
10	13	8	59.50
11	12	8	56.67
12	11	8	53.83
13	11	7	51.00
14	10	7	48.17
15	10	6	45.33
16	9	6	42.50
17	8	6	39.67
18	8	5	36.83
19	7	5	34.00
20	7	4	31.17
21	6	4	28.33
22	5	4	25.50
23	5	3	22.67
24	4	3	19.83
25	4	2	17.00
26	3	2	14.17
27	2	2	11.33
28	2	1	8.50
29	1	1	5.67
30	1	0	2.83
31	0	0	0.00

9.4.3 For the purposes of 9.4.1 and 9.4.2 above, “planned absences” refer to the items listed referenced in Section 8.4.3 (Scheduling).

9.4.4 For the purposes of 9.4.1 and 9.4.2 above, January, February and March will be deemed to be months that consist of thirty (30) days as referenced in Section 21.3 Minimum monthly guarantee.

9.5 RETURN TO DUTY AFTER APPROVED ABSENCE

- 9.5.1 In the event a Pilot returns from an approved absence and has been previously awarded a schedule, the Company may at its discretion assign the Pilot to one of the following when their awarded Pairing(s) is no longer available:
- a) An Assignment with a Report Time no earlier than that of the scheduled Pairing(s), and a Release Time on the final day not to exceed four (4) hours past the scheduled Pairing Release Time unless mutually agreed between the Pilot and the Company; or
 - b) Place the Pilot on Reserve as per SECTION 8 SCHEDULING.
- 9.5.2 In the event a Pilot returns from an extended approved absence and does not have a monthly schedule, the Company shall assign the Pilot a schedule. The Company will endeavor to consult with the Pilot prior to assigning the schedule; however, the final schedule shall be at the sole discretion of the Company.
- 9.5.3 The Pilot's Minimum Monthly Guarantee or prorated portion thereof, will be determined based on the Pilots return date.

9.6 PILOT FATIGUE

- 9.6.1 It is the Pilot's responsibility to report for duty adequately rested and fit Duty.
- 9.6.2 The Company will provide the Pilots with an administrative procedure outlining what a Pilot must do when they are fatigued while on Duty. The administrative procedure will, at a minimum, include the following:
- a) A procedure for the Pilot to notify Crew Scheduling of their inability to continue on Duty because of fatigue.
 - b) A procedure to be followed by Crew Scheduling after being notified by a Pilot that they are fatigued,
 - c) A procedure to be followed by a Management Pilot when contacting a Pilot who has reported themselves fatigued.
- 9.6.3 A Pilot that reports himself fatigued in accordance with the Company's fatigue process will not be subject to discipline.
- 9.6.4 A Pilot who reports themselves fatigued in violation of this subsection shall not be subject to the protection of . A Pilot that is disciplined for the supposed abuse of the fatigue process may file a grievance pursuant to Section 37, GRIEVANCE.

9.7 FATIGUE PAY

- 9.7.1 A Pilot that reports fatigued shall be compensated from their sick bank.

Section 10: DEADHEADING

10.1 Deadhead/Positioning

- 10.1.1 All Pilots shall remain on their scheduled pairings, including all deadhead movement. A Pilot will seek authorization from Crew Scheduling prior to making any changes to their Deadhead travel.
- 10.1.2 Except for when travel is provided in accordance with paragraph 10.2.1 thru 10.2.3 below, the Company will provide confirmed air travel for all Deadheads.
- 10.1.3 A Pilot shall not be scheduled to deadhead in the flight deck jump seat; however, they may be required to do so in unusual circumstances.
- 10.1.4 Pilots will deadhead in uniform for all Duty Periods when they are operating a Pairing. For all other Deadheads a Pilot may be in business casual clothing when:
 - a) Deadheading to and/or from a training event
 - b) Deadheading on another airline
 - c) Deadheading a day prior to or after a scheduled Pairing
- 10.1.5 While deadheading a Pilot will maintain immediate access to their items required for duty i.e., EFB, headset, licence, and uniform
- 10.1.6 Advance seat selection option will be included in the reservation.
 - a) The Company will use its best efforts to ensure that no Pilot on Company business will be seated in a middle seat, regardless of carrier.
 - b) Where available while dead heading on Flair aircraft the Company will make the best attempt to book window or aisle seats.
 - c) When time permits, the above provisions shall apply to Pilots called out on reserve or a requested change of deadhead
- 10.1.7 The Company shall book Deadhead flights having the most direct routing.
 - a) In circumstances where more than 1 stop may be required, the Company will consult with the MEC.
 - b) For all international travel, excluding flights to the continental United States, the most efficient route shall be used.
- 10.1.8 Deadheads are considered Company business and shall be operated in such manner.

10.1.9 Deadhead Credit and pay shall be as provided in Section 21 (Compensation).

10.2 Dead head by Ground transportation

10.2.1 While dead heading by ground transportation, the Company will provide transportation in a vehicle that is appropriate for the length of the trip, road conditions and number of people being transported.

10.2.2 Ground Deadhead duration will not exceed four (4) hours by road or six (6) hours by train

10.2.3 While Deadheading by car no more than four (4) crew members, including the driver may be booked per trip. Each deadheading trip by car should allow for pilots to be seated in an individual seat within the vehicle. Where larger vehicles are used for deadheading, more than four (4) employees may travel together.

10.3 Deadheading for training

10.3.1 When Deadheading prior to a ground/simulator training event, the total time from report time to the completion of the post training briefing shall not exceed twelve (12) hours.

10.4 COMMUTING POLICY

10.4.1 It is the responsibility of a Pilot who chooses to commute under this Section, a commuting Pilot, to report as scheduled, fit for duty, and fully rested.

10.4.2 A Pilot shall, at a minimum, use two of the following options to commute from their place of residence to their home base:

- a) Two (2) Jump-seat options on separate Flair flights scheduled to arrive a minimum of sixty (60) minutes before scheduled check-in.
- b) One (1) Flair Jump-seat and a Jump-seat option on another Airline scheduled to arrive a minimum of sixty (60) minutes before scheduled check-in.
- c) One (1) Jump-seat option on Flair or another Airline and one standby option on a separate scheduled Flair flight arriving a minimum of sixty (60) minutes before scheduled check-in.
- d) Two (2) standby options on separate scheduled Flair flights arriving a minimum of sixty (60) minutes before scheduled check-in.
- e) Two (2) Jump-seats on another Airline scheduled to arrive a minimum of sixty (60) minutes before scheduled check-in.

10.4.3 Immediately upon confirmation that the Pilot has missed the first option, the Pilot

must contact SOCC and provide SOCC with flight number, time of departure, and the ETA of the second option.

10.4.4 If the second option appears to be an issue, the Pilot should advise SOCC via email or phone call. If the second option does not depart, the Pilot shall call SOCC immediately.

10.4.5 If the Pilot proves that they were available and attempted to use two viable options, but was unable to arrive for check-in, the Pilot shall not be penalized for the missed check-in. Boarding passes shall constitute evidence of the pilot's attempts.

10.4.6 A commuting Pilot who is unable to report to their base as scheduled after attempting two (2) flights that meet the criteria above or, due to an interruption to their travel plans, will notify Crew Scheduling of their inability to report as soon as possible. Crew Scheduling will attempt to provide one of the following options:

- a) Provide the commuting Pilot with a positive space booking on Company aircraft, without additional pay or credit, to join their pairing;
- b) Place the Pilot on their pairing via a practical routing from their base or other mutually agreeable location;
- c) Remove the Pilot from all or part of the pairing;
- d) If on reserve, remove the Pilot from reserve duty;
- e) Reassign the Pilot for the balance of the pairing length.

10.4.7 A commuting Pilot who is unable to report for duty shall not be paid or credited for any missed duty.

10.4.8 A Pilot who is deemed by the Company to have not exercised good judgment in regards to commuting covered under this Section may be subject to disciplinary action. In these instances, where a Pilots fails to report for duty on multiple occasions, the Company reserves the right to rescind the protection provided under this Section for that Pilot.

10.5 CANCELLATION OF COMMUTING POLICY

The Company may suspend or rescind the Commuting Policy at any time if the program is causing operational disruptions. Should the Company decide to end the Commuting Policy, the Company shall provide the Association written reasons within seventy-two (72) hours of its decision to do so.

Section 11: TRAVEL BENEFITS

11.1 GENERAL

- 11.1.1 Pilots shall be permitted Travel Benefits as set forth in the Company's Staff Travel Program Policy.
- 11.1.2 The Company shall have the right to amend the Pilot Travel Benefits. The Company will advise the Association of any change to the Travel Benefits that has the effect of diminishing the Pilot's existing Travel Benefits.

Section 12: ACCOMMODATIONS

12.1 Accommodations

12.1.1 The Company shall provide, at its expense, CARS compliant, single-room hotel/motel accommodation for a Pilot away from their Base in the following instances:

- a) while on flight duty;
- b) deadheading;
- c) training; or
- d) other authorized Company business;

that results in any ground stop or off-duty rest over five (5) hours in duration.

12.1.2 Each Pilot's schedule shall include the name and location of each accommodation prior to reporting for duty. As changes to a Pilot's schedule occur that requires a change in accommodation, the Company shall notify the Pilot and adjust the Pilot's schedule.

12.1.3 If upon arrival, the Pilot determines that the booked accommodation is unsafe, the Pilot will notify the Manager of SOCC providing the reasons for their determination and best efforts shall be made by the Company for the Pilot to stay at an alternate accommodation at Company expense, including ground transportation to the alternate accommodation.

12.1.4 The Manager of SOCC and ALPA's Hotel Committee shall discuss and maintain a running list of acceptable accommodations updated from time to time for those locations the Company regularly services. The list does not apply to ad hoc charters or unexpected events that result in a cancellation of the flight in field, and in those instances the Company shall choose accommodation from available options that is generally consistent with the types of accommodations on the running list, if available.

12.1.5 In the event the MEC Chair and/or Hotel Committee and the Manager of SOCC cannot agree on the hotels/motels on the running list of acceptable accommodations, the Director of Flight Operations shall make the decision and will provide the Association with the reason(s) for their decision, in writing.

12.1.6 Any incidental hotel costs and expenses will be the responsibility of the pilot who will pay them directly to the hotel. The Company will accept no responsibility or liability for expenses incurred by the pilot. The Company will notify the Pilot of the incidental hotel costs and the pilot will provide payment for these charges to the Company by paying the Company directly. If the Pilot does not pay the Company, the Company shall deduct the amount owed via payroll deduction.

12.2 Hotel Standards

12.2.1 Where feasible, hotels should have:

- Access to a fitness facility
- No ground floor rooms
- Acceptable black out curtains
- A reasonably accessible restaurant and/or 24-hour room
- For training events that exceed 14 days, the Hotel Committee and SOCC will consider the use of hotels with kitchenettes.
- Wi-fi to the extent that it is already included with the room

12.3 Transportation

12.3.1 The Company shall provide ground transportation to and from the airport when a Pilot is required to layover away from their Base. Best efforts will be made to provide transport to accommodation within forty (0:40) minutes after arriving at the transport waiting area.

12.3.2 If the Company arranged transportation is not available within the time frame identified in section 12.3.1 after the Pilot's arrival at the pick-up point, the Captain will contact SOCC to discuss the situation and come to a mutually agreed-upon solution.

12.3.3 If Company arranged transportation is not planned or available for the location, the Captain will be required to arrange commercial transportation for the crew and will be reimbursed for reasonable expenses. The Company will advise the Captain of these situations prior to arrival of the crew at the location.

12.3.4 From time to time the Company may provide a Company vehicle or car rental for the use of Pilots in certain locations. In those instances, the Company will have the responsibility for ensuring that the vehicle or car rental is available at the arrival point or the motel/hotel accommodation. Pilot(s) are responsible to return the rental vehicle with a full tank of gas except in exceptional circumstances where it is not possible to fill-up the gas tank prior to departure, in which case the Pilot should promptly advise the Manager SOCC via email of the reasons and that additional costs may be charged to the Company. Pilots are responsible for any parking or traffic tickets incurred in relation to a Company vehicle or rental vehicle.

12.3.5 A Pilot that is approved by the Manager of SOCC to use their own vehicle shall be reimbursed at 55 cents/km. The Company and Association agree to review the rate to reflect changes to the annual CRA Kilometric Rates as necessary. Flair's expense policy will detail the process and how kilometers are calculated.

12.3.6 Where parking is not already provided, the Company agrees to pay, up to the prevailing economy rate, the cost of airport parking at the Pilot's base in accordance with the Company's policies and procedures.

Section 13: UNIFORMS

13.1 GENERAL

- 13.1.1 The Association and the Company shall establish a Joint Uniform Committee (JUC) to review and investigate uniform issues. The JUC shall be comprised of a minimum of one (1) representative from the Association and one (1) representative from the Company.
- 13.1.2 The Company shall notify the Association JUC representative prior to making any significant change(s) to the uniform.
- 13.1.3 The JUC shall meet at least once a year and at any time one side requests a meeting due to issues that may arise.
- 13.1.4 The recommendations of the JUC shall be considered by the Company before making any significant changes in the supplier, style, colour or material of the uniform.
- 13.1.5 Uniforms will be worn and maintained according to standards prescribed by the Company. A Pilot shall wear the uniform at all times while working, with the exception of duties where the dress code is business casual (e.g., training, deadheading).

13.2 FIT FOR DUTY ALLOWANCE

Pilots shall receive a total monthly allowance of one-hundred dollars (\$100) per month as a "Fit for Duty" allowance in lieu of submitting expenses for the Pilot Kit (tools and equipment, such as headsets, flashlights, pens and other miscellaneous items), maintenance of uniforms, dry cleaning, attachment braids, tailoring, and footwear.

13.3 UNIFORM ALLOTMENT

- 13.3.1 The Company shall provide the initial issue of the uniform and the roller bag upon the commencement of employment. The initial new-hire uniform allotment shall be as follows:

Item	Quantity	Frequency of Company Replacement
Shirts	Four (4)	Every 2 years
Trousers	Two (2)	Every 2 years
Ties	Two (2)	Every 2 years
Epaulettes	Two (2) sets	As required
Uniform wings	Two (2)	As needed
Sweater	One (1)	Every 4 years
Blazer	One (1)	Every 4 years

Lanyard	One (1)	As required
Winter Coat	One (1)	Every 4 years
Roller bag	One (1)	As required in 13.3.3

13.3.2 Where the Company changes the style, colour, or pieces of the uniform, the Company shall bear the cost of providing replacement pieces to the Pilots.

13.3.3 If the crew roller bag is damaged, the Company will replace or repair it as may be approved by the Company acting reasonably. When the roller bag is replaced, the Pilot must return the old roller bag to the Company. If a crew roller bag is stolen at no fault of the Employee, it shall be replaced by the Company.

13.3.4 Upon successful completion of Upgrade Training, the Company shall provide two (2) sets of Captain epaulettes.

13.3.5 As required and upon request, the Company shall provide a maternity uniform.

13.3.6 The Company shall pay all standard shipping costs to the Pilot's designated Canadian primary residence.

13.4 UNIFORM RETURN

13.4.1 New hires who voluntarily leave the Company within eighteen (18) months shall be subject to a uniform recovery fee, provided all uniform pieces have been provided to the pilot

13.4.2 Upon signing of this contract all new hires shall be subject to the following:

- A new hire that leaves within nine (9) months of employment from their date of hire shall be subject to a one thousand (\$1000) dollar recovery fee.
- A new hire that leaves within eighteen (18) months of employment from their date of hire shall be subject to a five hundred (\$500) dollar recovery fee.
- Upon notifying the Pilot, the Company may deduct the monies owed from the Pilot's pay.
- At no time shall the recovery fee exceed one thousand (\$1000) dollars.

13.5 ALPA LANYARD

A Pilot shall be allowed to wear an ALPA lanyard, and one (1) ALPA pin on their uniform. The Pilot shall be allowed to have one (1) personalized identification luggage tag attached to each piece of luggage (e.g. roller bag, day bag/Pilot Flight bag, lunch bag). Any such items shall not contain any derogatory or inappropriate content and shall otherwise not detract from the uniform standards.

Section 14: ELECTRONIC FLIGHT BAG

14.1 Issuance and Replacement of EFB

- 14.1.1 The Company shall issue an EFB that complies with Transport Canada standards (AC No. 700-020) to every active Pilot. Subject to subsection 14.1.7 below, there shall be no cost to the Pilot for use of the EFB.
- 14.1.2 Every Pilot is responsible to report for work with the EFB that is issued to them.
- 14.1.3 A Pilot shall have a passcode to protect Company information on the EFB and shall not provide their passcode or the EFB to any other person other than a representative of the Company for the purpose of repair or replacement.
- 14.1.4 A EFB issued to a Pilot remains the property of the Company. The information and data provided by the Company through its proprietary or licensed applications is considered Company property and such data may be monitored, replaced, updated or deleted by the Company.
- 14.1.5 If an EFB is unable to be updated or otherwise not operational, the Pilot shall advise the Chief Pilot and return the device and the Company shall arrange for a replacement device.
- 14.1.6 In the event a Pilot loses their EFB or the EFB is stolen, the Pilot shall immediately report the incident to the Chief Pilot and comply with any requests such as filing a police report. The Company shall issue a replacement for the lost or stolen EFB when the EFB Is lost or stolen due circumstances out of the Pilot's control.
- 14.1.7 A Pilot will not, except in the case of gross negligence or willful misconduct, be charged for any expense directly associated with a lost, stolen, or damaged EFB.

14.2 Use of EFB By Pilots

- 14.2.1 The Company acknowledges and agrees that a Pilot may utilize their EFB for personal use provided that the personal use does not impact on the business use. Use of Company provided cellular data for pilot personal use is not permitted.
- 14.2.2 Prior to a Pilot returning the EFB to the Company for repair they shall remove all personal information and data.

14.3 Use of EFB Data by Company

- 14.3.1 The Company shall not utilize the MDM or DEP or any other programs for the purpose of:
 - a) collecting data (including audio or video recordings);
 - b) documenting or monitoring the device's internet or browsing history;

- c) remotely erasing data except in the case of a device that has been reported lost, stolen, or is not returned upon the Pilot's separation from the Company.

14.3.2 The Company will not acquire or utilize location or tracking data from the EFB unless the device has been reported lost or stolen, or there is a bona fide and immediate concern for the safety and well-being of the Pilot. The Vice President of Flight Operations will contact the MEC Chair prior to utilizing this provision for the purpose of substantiating that there is a bona fide and immediate concern for the safety and well-being of the Pilot, but if the Company is not able to reach the MEC Chair, the Company may proceed to attempt to locate the Pilot using the EFB.

14.3.3 Downloading or installing personal content that disrupts or interferes with the required uses of the EFB are not permitted.

14.3.4 Only company authorized software (including 'apps') may be installed on the EFB.

14.3.5 With respect to the EFB, Pilots will follow general IT and EFB IT policies.

14.3.6 The EFB software will permit a Pilot to erase the entirety of their personal applications, data or other materials at any time.

14.3.7 Information or data on a EFB, or transmissions from a EFB including, but not limited to, audio or video recordings, will not be used against a Pilot in any manner for purposes of discipline.

14.3.8 Other than as provided in Subsection 14.3.1, above, and except as may be required by law, the Company will not use the EFB to determine, monitor, or track a Pilot's location for any purpose including, but not limited to, disciplinary purposes.

14.3.9 Except as provided elsewhere in this Agreement, the EFB will not be used to notify pilots of scheduling changes.

14.4 Return of EFB During Leave and End of Employment

14.4.1 Pilots who are on a Leave of Absence or otherwise absent from work exceeding six (6) months shall return their EFB to the Company or at the Company request.

14.4.2 A Pilot shall return the EFB to the Company no later than seven (7) days after the date that their employment ends. If a Pilot fails to return the EFB within seven (7) days, the Company shall deduct the value of the EFB from the Pilot's final payroll deposit and the Pilot shall make arrangements with the Company to re-pay the balance owing.

14.4.3 At the end of employment, a Pilot shall return their ETB to factory settings or provide necessary passwords so the Company may access the device. Any personal information left on the EFB may be deleted by the Company.

Section 15: TRAINING

15.1 General

- 15.1.1 The development and monitoring of Pilot proficiency standards and the quality of training are the responsibility of the Company. The Company will publish the training guidelines applicable to Pilots for each Equipment Type and Status, in a location readily accessible to all Pilots and the Association. If these guidelines are amended or replaced, the Company will notify the Association and publish the new guidelines as soon as practicable.
- 15.1.2 The Pilot Proficiency Check (PPC) standards are the standards as laid out in the Pilot Proficiency Check and Aircraft Type Rating (known as TP14727E). Pilot Proficiency Checks and Line Checks will be administered in accordance with the Approved Check Pilot Manual (known as TP6533).
- 15.1.3 Training shall be conducted and scheduled as per the Company's flight training manuals, including the Captain Upgrade Manual, Line Training Handbook and Flight Training Manual.
- 15.1.4 Training includes, but is not limited to:
- Initial and recurrent ground school;
 - Aircraft technical training;
 - Flight training;
 - Pilot proficiency checks/Loft;
 - Line indoctrination;
 - Line checks; and
 - Simulator training.
- 15.1.5 Training shall also include Online Training. Online Training is training for which a Pilot is not required to physically report to a classroom or facility and has been designated as online training on the Pilot's schedule (e.g., any Company online/distance training).
- 15.1.6 Pilots shall be paid and receive credit for Training and On-Line Training in accordance with Section 21 (Compensation).
- 15.1.7 All training expenses, ground and flight, will be paid by the company. Each Pilot will have access to necessary training materials, such as EFB and associated apps, prior to commencement of initial training.
- 15.1.8 With the exception of initial training and Captain Upgrade training, simulator crewing will normally be completed with a crew combination of one (1) Captain and one (1) First Officer. The Company may deviate from this at its discretion, crewing a simulator with Captain/Captain or First Officer/First Officer.
- 15.1.9 The Company shall schedule all Training and Checking events as part of the Pilot's monthly schedule. The Company shall provide the Pilots as much notice as reasonably practicable.

- 15.1.10 In extenuating circumstances, the Company may schedule Training and Checking events after the monthly schedule has been published by providing a minimum of forty-eight (48) hours' advance notice for Simulator Training and twenty-four (24) hours' notice for all other Training events. In instances where less than the required notice is provided, Training and Checking events may proceed with the Pilot's consent. If additional training is required in order to complete a PPC or Line Check, the Company shall endeavor to give as much notice as possible to the Pilot.
- 15.1.11 The Company may call any Pilot to perform seat support in the simulator. A pilot is not required to perform seat support on a Day off.
- 15.1.12 Upon request by the Pilot, the Company shall provide a Pilot with a copy of any training- related report as soon as is reasonably practicable after a Training or Checking event.
- 15.1.13 Except as provided in Section 16.1.2 (TRAINING PILOTS) the Company shall only use Seniority List Training Pilots, Company Management Pilots that have ACP delegation, or Civil Aviation Safety Inspectors (CASI) for check events.
- 15.1.14 Without the written consent of the Pilots involved, there shall be no recording or transmission of data, images or audio from any simulator or training device except as a tool for the debriefing of training. The Company shall, immediately upon conclusion of each simulator session debrief, permanently erase all recorded media of such events in the presence of the Pilots who received the training. This does not preclude an ACP from carrying out their duties as prescribed by Transport Canada.
- 15.1.15 If the Company introduces New Equipment, except for Training Captains/Check Pilots or as provided in Subsection 15.1.13 above, a Pilot shall not be required to operate their previously assigned Equipment Type once they have commenced training on their newly assigned Equipment Type.
- 15.1.16 All training files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for their examination as soon as practicable in the presence of a member of the Training Department.
- 15.1.17 A Pilot will become eligible for upgrade training based on operational requirements in accordance with their Seniority number and by having established minimum experience and technical performance which is consistent with that required for upgrade as outlined in the Captain Selection Process and Captain Training Program document.

15.2 Training Committee

- 15.2.1 The Training Committee is one of the standing committees appointed and directed by the MEC. The purpose of the committee is to represent Pilots when training issues arise, ensure training is being conducted in a fair manner set forth in the training manuals and in accordance with the Collective Agreement.

- 15.2.2 The Training Committee will work with the Company to help maintain a high training standard and to maintain a positive training environment. The Company and the Training Committee shall endeavour to meet, at a minimum, twice a year to discuss systemic problems or changes with the Company's training program including issues with Training Pilots. The Training Committee will also act as a resource for Pilots in training.
- 15.2.3 The Company and Training Committee commit to sharing information relevant to the training process and specific to the issues discussed by the Parties.
- 15.2.4 The Training Committee shall be notified, without delay, by the Manager of Training, of all training failures, failure to meet standards or difficulties that may result in additional training.
- 15.2.5 Participation in the Training Committee is not a waiver of the Association or the individual Pilots' right to grieve.

15.3 Failure to Qualify-Initial and Recurrent Training

- 15.3.1 A Pilot who fails to demonstrate the required proficiency at any stage of training, including ground school, LOFT, Line Indoctrination, Line Check, failure to obtain a recommendation for a PPC or failure of the PPC itself shall be subject to the following:
- a) In the case of a failure of achieving a recommendation for a PPC or failure of the PPC itself, the Pilot will be given reasonable additional training as determined by the Company in the sequence that the required proficiency was not demonstrated followed by the appropriate PPC renewal.
 - b) In the case of a failure of a training session part of a Training in Lieu (LOFT) cycle, they will be given reasonable additional training as determined by the Company in the sequence that the required proficiency was not demonstrated with the objective of achieving the required proficiency for passing the LOFT program.
 - c) The Pilot may request that additional simulator training be conducted by a different qualified Simulator Instructor. The request will not be unreasonably denied.
 - d) Whenever possible, the second attempt shall commence within two (2) weeks following the examination of the reasons for the initial failure and discussions with the Pilot.
 - e) A Pilot who fails to demonstrate the required proficiency on a PPC, LOFT, Line Indoctrination, Line Check or the PPC itself, may be rescheduled on a Day Off or a GDO, and shall be paid and credited at their regular rate of pay with the understanding that the Pilot completes the training on the available date.
- 15.3.2 If a Pilot undergoing initial or recurrent training fails to qualify in any phase of the initial or recurrent training cycle, reasonable additional training as determined by the Company shall be provided to gain or regain competency for that phase of training. Should the Pilot fail to qualify again in the same training phase or any subsequent training phase, the Manager of Training or their designate shall review the case. The Manager of Training shall notify the Training Committee in accordance with Subsection 15.2 above.

15.3.3 A Pilot in training shall receive no less than their Minimum Monthly Guarantee or as specified in the pro-ration tables in Section 9 (HOURS OF SERVICE).

15.4 Failure to Qualify – Upgrade

15.4.1 A Pilot who fails to demonstrate the required proficiency at any stage of upgrade training, including assessment, interview, ground school, a PPC, Line Indoctrination, Line Check, or the PPC itself shall be subject to the following:

- a) They shall have the option of returning to their former Position after requalifying as a First Officer.
- b) They may elect to receive additional training in areas graded as unsatisfactory, and a second check ride. These will be scheduled by the Company in consultation with the Pilot and the Training Committee.
- c) Should the Pilot elect to receive additional training and a second check ride, and fail, their case shall be reviewed by the Company in consultation with the Training Committee and the Pilot shall be advised in writing within thirty (30) days of the results of the review.
- d) Should a Pilot revert back to their previous Position, they shall not be eligible to bid on an upgrade Position for twelve (12) months unless approved earlier by the Company.

15.4.2 A Pilot who fails to qualify for upgrade training under the Subsection 15.4 shall continue to receive no less than their Minimum Monthly Guarantee.

15.5 Career First Officer

15.5.1 A First Officer that has two (2) failed attempts at completing the Captain Selection Process and, as a result, fails to be recommended into the Captain Training Program after being provided two (2) opportunities for retraining may be classified as a "Career First Officer" for a period not to exceed five (5) years. At the end of the five (5) years, the First Officer will be eligible to rebid a Captain Position.

15.5.2 After a period of thirty-six (36) months from the date of requalification to their previous Position, the First Officer may apply to the Company to be reassessed and have their restriction reconsidered. The onus will be on the Pilot to establish that there has been a change in their circumstances and there is a reasonable likelihood of success at the Captain Selection Process and Captain Upgrade Training.

15.5.3 The granting of an additional Upgrade opportunity before the exhaustion of the five (5) years in subsection 15.5.1 above is at the discretion of the Company.

15.6 Scheduling

15.6.1 All required training, proficiency checks and LCs shall normally be scheduled in advance and included in the Pilot's monthly block. PPC's and LC's published in a Pilot's awarded monthly schedule shall be considered properly notified.

15.6.2 After the monthly schedules have been published and a Pilot is notified of a PPC or LC that was not previously awarded, the Pilot shall be given forty-eight (48)

hours advance notice of such PPCs and LCs. The Pilot may waive this notice.

15.7 Ground Training

A ground training session shall not be scheduled to exceed eight (8) hours in any given Calendar Day.

15.8 Simulator Training

15.8.1 No simulator training shall be combined with any other flight Duty or Duty unrelated to simulator training except for deadheading.

15.8.2 The maximum Duty Period shall be eight (8) hours, four (4) hours for simulator training exclusive of the time required for briefing and/or debriefing and breaks. In case of a simulator mechanical failure, the Duty period may be extended up to three (3) hours.

15.8.3 The Company shall endeavor to schedule simulator training and check rides to commence no earlier than 0600 LT and end no later than 2400 LT, subject to advance simulator availability.

15.8.4 A Pilot who is removed from their scheduled flight(s) for their own training shall receive no less than their Minimum Monthly Guarantee.

15.9 Initial Training Scheduling

15.9.1 Pilots who are in Training for initial ground, simulator training phases and initial line indoctrination, up to and including the month of final line check, shall have their schedules assigned in accordance with the Training Curriculum.

15.9.2 Pilots who are in Training for initial ground and simulator training phases, shall be assigned Days Off in accordance with the Training Curriculum and may be assigned to work up to twenty-two (22) days in any scheduling period.

- a) The Company will attempt to schedule Training Days to a maximum of five (5) consecutive Days before a scheduled day off.
- b) A Pilot shall be scheduled for less than one (1) day off in every seven (7) calendar days.
- c) Days off may be awarded at the training location even if it is not the Pilot's home base.

15.9.3 During initial line indoctrination flying pilots may submit GDO requests through the PBS during the normal bid process outlined in Section "8" Scheduling, however the Training Curriculum may take precedence over a pilots GDO bid.

15.10 Online Training

15.10.1 The Company shall advise the Training Committee of any training courses

it intends to conduct through Online Training.

- 15.10.2 The Company and the Training Committee shall meet to review the Online Training syllabus. Consistent with Transport Canada requirements, a Pilot will be given a reasonable amount of time to conclude each Online Training syllabus.
- 15.10.3 An Online Training session shall not be scheduled to exceed eight (8) hours in any given Calendar Day, nor will it be combined with other Duty.
- 15.10.4 The agreed upon time above shall be credited as per Section 21 (Compensation). Online Training shall be considered a Day of work.
- 15.10.5 In situations where an online course needs to be assigned to address an unplanned required training course, provided the course duration does not exceed thirty (30) minutes, it may be scheduled in conjunction with other Duty at 100% of the hourly credit. In this circumstance, the total Duty Day shall not exceed twelve (12) hours. Online courses under this subsection shall be limited to two (2) hours per year, unless mutually agreed upon with the Association.
- 15.10.6 The Pilot shall normally be notified of the required training courses or modules that are to be completed no later than the award of the monthly schedules. The Company will provide the Pilot with as much advanced notice of the required training as is reasonably practical.
- 15.10.7 The Pilot is free to complete the assigned training at any time prior to the assigned date of their training. The assigned training will be made available for both on-line and off- line completion using the Company-issued EFB whenever possible.

15.11 TRANSPORTATION, ACCOMODATIONS AND EXPENSES

- 15.11.1 The Company shall provide hotel, transportation, Per Diem, and expenses for Pilots in training pursuant to Section 12 (ACCOMMODATION) and Section 23 (EXPENSES and ALLOWANCES).
- 15.11.2 Subject to 15.11.3, the Company will deadhead pilots to and from their training location(s) when training is not at their home Base.
- 15.11.3 In the event a Pilot is participating in ground training at a location which is beyond 100km from the Pilot's home base, the Company will provide transportation to and from such location, or authorize self transportation in accordance with Section 12.3.5. The pilot will also be eligible for per diem in accordance with Section 23.

Section 16: TRAINING PILOTS

16.1 Applications for Training Pilot Positions

- 16.1.1 The Company will post Training Pilot positions as available and as required to fulfill the needs of the Company. In selecting Training Pilots, the Company shall consider qualifications, experience, and Crew Resource Management skills.
- 16.1.2 Any company Pilot may apply for a Training Pilot position which is posted by the Company. If the Company determines there are no suitable company Pilot applicants the Company may:
 - a) hire an external pilot who is placed on the Pilots' Seniority List; or
 - b) utilize contract trainers based on need determined by the Manager, Pilot Training until a Company Pilot can be placed into that Position, provided however, while contract trainers are being utilized, the posting for a training pilot position shall remain open until filled by a Company Pilot.
- 16.1.3 The Company may use Training Pilots or SFIs in the following instances:
 - a) To provide ground-based training (including classroom instruction, computer-based training, and flight simulator training); or
 - b) When a new Equipment type is being introduced into service, the Company may employ, on an interim basis, the services of the manufacturer's or other mutually acceptable contract training pilots for qualifying the initial bidders and Company Training Pilots on such new Equipment.

16.2 General

- 16.2.1 Training Pilots' authority and duties, while in such capacity, may include training flights, line indoctrination, check flights, line or route checks, simulator instruction, ground school, development of LOFT scenarios, ground training, command upgrade, train the trainer, CRM, or other work agreed upon with the Association.
- 16.2.2 A Training Pilot may elect to cease performing Training Pilot duties upon providing the Company with a minimum of sixty (60) days' notice prior to their intended date of return to line Pilot status. A copy of such notice shall be provided to the Association.
- 16.2.3 A Training Pilot is considered available for a training assignment except when they are on Vacation, sick leave or any other approved Leave of Absence in Section 28 (Leaves of Absences).

16.3 Scheduling of Training Pilots

- 16.3.1 The Company shall provide Training Pilots with a list of all known Training Events that have not been pre-assigned based on special training circumstances for the following month to bid on. For example, the known Training Events for March should be posted to the Training Pilots by February in accordance with the Bidding process.

outlined in Section 16.3.

16.3.2 Training Pilot bids shall be processed in seniority order by Base and awarded to the Training Pilot with their regular monthly schedules.

16.3.3 A Training Pilot performing Training Pilot duties shall not be required to perform regular line flying or be available as a Reserve Pilot during that same Duty Period.

16.3.4 A Training Pilot shall not be scheduled for more than the following Training Events per Duty Day unless waived by the Training Pilot:

- a) Two (2) Pilot Proficiency Checks (PPCs) (one (1) test with two (2) Pilots); or
- b) One (1) simulator training session (one (1) simulator session with two (2) Pilots); or
- c) Any other training/check event in accordance with Duty Time Limits under CARS.

16.3.5 A Training Pilot's schedule shall be constructed as per Section 8 (SCHEDULING).

16.3.6 A Training Pilot is entitled to four GDO's in each Bid Period. The awarding of the GDO's to Training Pilots shall occur prior to the regular line pilot bid award process in any Position and shall be awarded in Seniority order

16.4 Pay and Credit for Training Pilots

16.4.1 A Training Pilot, when performing the Training Events outlined below, shall be paid a training payment in accordance with Section 21 (COMPENSATION).

16.4.2 A Training Pilot being trained or checked shall not receive Training Pilot pay while undergoing their own training.

16.4.3 A Day free from Training or Duty away from such Training Pilot's Permanent Base shall be paid and credited at the Regular Hourly Rate at four (4) hours per Day.

16.4.4 A Training Pilot shall receive expenses in accordance with Section 23.

Section 17: SAFETY, ACCIDENTS/INCIDENTS, FLIGHT DATA

17.1 INCIDENT OR ACCIDENT NOTIFICATION

The Central Air Safety Committee Chair (CASC) will be notified electronically by the Company of any Transportation Safety Board of Canada (TSB) reportable incident or accident.

17.2 PILOT HELD OUT OF SERVICE

17.2.1 Where a Pilot is involved in an incident or accident related to the operation of an aircraft while on duty, the Company may hold the Pilot out of service, with no loss of pay, benefits, or Seniority pending the outcome of any investigations into the incident or accident undertaken by the Company, Transport Canada, the TSB or any other investigative body with jurisdiction.

17.2.2 A Pilot held out of service as per 17.2.1 above, shall be paid full Credit Hours for any block the Pilot has actually flown. For the portion of the month not flown, the Pilot will be paid the Minimum Monthly guarantee. Should the Pilot be held out of service into subsequent Scheduling Periods, the Minimum Monthly Guarantee shall apply.

17.3 ACCIDENT INVESTIGATIONS

17.3.1 In cases involving an aircraft accident related to the operation of a Company aircraft while on duty, outside of the initial requirement to report the event to their controlling flight dispatcher, a Pilot shall not be required to commit themselves verbally or in writing to any representative of the Company for a period of twenty-four (24) hours following the accident unless:

- a) They have had the opportunity to be represented by the Association (or IFALPA if applicable); and,
- b) They have been afforded the opportunity to undergo a medical examination by a medical examiner approved by the Association (or IFALPA if applicable) and the Company.

17.3.2 Notwithstanding anything in this Section, to the extent feasible, a Pilot, along with an Association representative (IFALPA if applicable) shall discuss with the designated Company representative(s) prior to providing any statement or meeting with Transport Canada, the TSB or any other investigative body with jurisdiction subject to all applicable law.

17.3.3 Unless prohibited by law, throughout any Company investigation pursuant to this section, the Pilot involved and/or their Association representative(s) may, upon request, and in conjunction with the designated representative(s) of the Company, review information in relation to the accident or incident.

17.4 ACCIDENT INVESTIGATION PARTICIPATION

- 17.4.1 The Company shall notify the Association of all accident investigations involving Company Pilots. The Company shall grant immediate Association release for up to one Pilot designated by the MEC Chairman to participate in the aircraft accident investigation if invited to participate through the party process of any investigative body with jurisdiction.
- 17.4.2 A Pilot requested or required by the Company or an appropriate investigating body with jurisdiction to participate in an aircraft accident investigation involving Company aircraft shall do so without loss of pay. Should a Pilot be required to travel, the Company shall provide positive space travel at no cost to the Pilot. If positive space travel is not available, the Company shall provide the Pilot a full fare round trip ticket.

17.5 AIRCRAFT ELECTRONIC RECORDING AND REPORTING DEVICES

- 17.5.1 FDM Committee and data records will be managed in accordance with the FDM Manual Rev 7. Any changes to the manual will be in agreement between the Company and the Association.
- 17.5.2 In the event of an incident or accident investigation, access to data or other information from any data recorder shall be strictly limited to the following persons:
 - a) The Pilots concerned;
 - b) Incident or accident investigators from the investigative body with jurisdiction; and,
 - c) Association and Company representatives comprising the investigating team.
- 17.5.3 The Company shall make every reasonable effort to ensure the security of all data or other information obtained from data recorders against unauthorized removal and/or playback.
- 17.5.4 The Company shall not release any CVR and/or FDR data or other factual information obtained from data recorders to either the general public or any news media without the prior approval of the Association and the Pilot(s) (or his (their) Representative(s)).

17.6 FLIGHT DATA MONITORING (FDM) COMMITTEE

- 17.6.1 The Flight Data Monitoring Program is a data collection and analysis flight safety program designed to promote and enhance the safety and quality of flight operations. FDM is used to identify possible safety issues and operational risks as well as maintenance issues, fuel use programs and airport or Air Traffic Control (ATC) issues.
- 17.6.2 There shall be a joint FDM Committee which will manage the FDM program and report to the Vice President, Flight Operations. It shall be composed of Company and Association representatives reflective of fleet Type(s) being operated. The Association Committee member(s) will be appointed by the MEC Chairman.

17.6.3 The FDM Committee shall meet at least on a quarterly basis in order to oversee operations of the FDM Program.

Section 18: MANAGEMENT FLYING

18.1 Transfer to Management, Seniority, and Return to the Line

- 18.1.1 Management Pilots are Pilots on the Pilot Seniority List (PSL) who are excluded from the bargaining unit as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11629-U
- 18.1.2 Only Pilots on the Seniority List may be designated as a Management Pilot. Any Management Pilot hired from outside the bargaining unit shall be placed on the Seniority List in accordance with their Date of Hire as per Section 3 (Seniority).
- 18.1.3 Nothing in this Agreement shall restrict the Company's right to transfer Pilots to Management Pilot duties with the Pilot's agreement. The Company reserves the right to remove Pilots from Management Pilot duties. The Company shall advise the Association of the names of any Management Pilots.
- 18.1.4 Pilots who accept a Management Pilot position will maintain and continue to accrue seniority and will continue to accrue years of service for vacation time. A Management Pilot returning to line flying before the Vacation bid shall bid their vacation along with all other Pilots based on their seniority. If the Pilot returns to line flying after the Vacation bid has closed, the Pilot shall retain the vacation days they had as a management Pilot for that bid period.
- 18.1.5 Management pilots returning to the line having accrued seniority will return to years of service pay as per the CBA Pay Scale in Section 21.
- 18.1.6 A Pilot returning from managerial duties shall be able to return to line flying as per their seniority and Permanent Bid Assignment (PBA). When this provision is exercised, no Pilot on the Pilot Seniority List (PSL) will be displaced from their current PBA. The Management Pilot returning to line flying will occupy an additional position at their PBA.

18.2 Management Pilot Monthly Flying and Displacements

- 18.2.1 Revenue flying by Management Pilots, not including any training or Checking, shall not exceed a pooled annual amount equivalent to three hundred (300) hours per Management Pilot, excluding any flying performed by the Assistant Chief Pilot. This pool can be allotted at the Company's discretion amongst the Management Pilots as operationally required, Non-revenue flying may be flown by Management Pilots without limits. Management flying under this section shall be preselected before the Pilot scheduling bid is opened.

18.2.2 Management Pilots may displace from time to time an operating Pilot on a pairing. The displaced Pilot shall receive full pay protection and shall not be subject to reassignment to another pairing. A pilot displaced from one sector of a multi sector trip may be reassigned to Deadhead on the affected sector(s), however shall be credited as if they had operated the sector(s). Management Pilots flying under displacement will not reduce the hours in section 18.2.1.

18.2.3 Management Pilots shall not bid schedules.

18.2.4 Upon request, the Company shall provide a record of all hours flown by Management Pilots to the Association.

Section 19: NEW EQUIPMENT

19.1 GENERAL

- 19.1.1 In the event a new equipment type not covered by this Agreement is to be introduced by the Company, the Company shall provide written notice to the Association no less than one hundred and twenty (120) Calendar Days prior to the date upon which the Equipment will enter service.
- 19.1.2 In the event that the Flair Pilots are not qualified to fly the new equipment type, outside qualified pilots may be hired on a contract basis for a period not to exceed one hundred and twenty (120) calendar days or until the Flair Pilots are qualified, whichever is less.
- 19.1.3 Flair Training Pilots shall be trained before all other Pilots under Section 19.1.2.
- 19.1.4 As Flair Training Pilots become qualified, the Company shall use the Flair Training Pilots to conduct training.
- 19.1.5 The application of rates of pay and working conditions for this equipment shall be the subject of negotiations between the Parties.
- 19.1.6 Negotiations shall begin within fourteen (14) consecutive Calendar Days after a request for meetings has been made by either Party unless otherwise mutually agreed between the Company and the Association.
- 19.1.7 After sixty (60) calendar days following the commencement of negotiations between the Parties, if the Company and the Association have not reached agreement on the appropriate rates of pay and working conditions, either Party may submit the matter to arbitration in accordance with Section 38 ARBITRATION.
- 19.1.8 The Company may establish rates of pay and working conditions for affected Pilots flying such aircraft and may operate the Equipment prior to reaching an agreement with the Association on all disputed issues, or the issuance of an arbitrator's final decision, whichever is applicable. The Parties agree that any agreement between the Parties or the arbitrator's decision will be retroactive to the date the Equipment entered service.
- 19.1.9 Pilot Vacancies for new equipment shall be posted in accordance with Article X-(FILLING OF VACANCIES).

Section 20: LAYOFFS AND RECALLS

20.1 LAYOFFS

- 20.1.1 In the event of an anticipated layoff, the Company shall advise the Association a minimum of forty-five (45) Calendar days in advance of the anticipated effective date of the layoff.
- 20.1.2 Prior to any layoff(s), the Association and the Company agree to meet no later than seven (7) calendar days of the notice in 20.1.1 above and discuss mitigation such as attrition, Voluntary Layoffs, Leave of Absences, and/or any subsidy program made available to Pilots by the Canadian Federal Government. The Company shall extend such options to the Pilots prior to any layoffs.
- 20.1.3 When it is determined that there shall be layoffs, the Company shall give all Pilots a minimum of thirty (30) Calendar Days' notice in advance of the effective date of the layoff. The notice shall be issued via a joint memorandum advising of the effective date of the layoff.
- 20.1.4 The thirty (30) Calendar Day notice period in 20.1.3 above shall not apply due to conditions completely beyond the Company's control. This shall include but not be limited to the following:
- a) A natural disaster;
 - b) A national emergency;
 - c) Involuntary revocation of the Company's operating certificate(s);
 - d) Grounding of a substantial number of the Company's aircraft;
 - e) A reduction in the Company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands; or
 - f) The unavailability of multiple aircraft scheduled for delivery.
- 20.1.5 When there is a layoff, it will be made in reverse seniority regardless of Permanent base and will apply to all Pilots including those on a leave of absence, except that Pilots on protected leave including short-term disability, long-term disability, and maternity leave shall continue to receive benefits pursuant to the terms of the applicable insurance policy, benefit, or plan.
- 20.1.6 A Pilot shall have the option of being paid out some or all their Vacation days and/or Statutory Holidays earned as of the date of layoff
- 20.1.7 The Company shall provide health and dental benefits for thirty (30) days following date of the layoff. After thirty (30) days, the Pilot may elect to maintain their benefits. If so, the Pilot shall pay the employee and employer paid portions of the monthly premium. Benefits may be discontinued after providing a minimum of thirty (30) days' notice to the Pilot of a failure to pay.
- 20.1.8 A pilot on layoff is responsible for ensuring that the Company and Flight Operations Administration have the most up to date information on their personal email, address and phone number and must promptly advise the Company of any changes. If the pilot does not meet this requirement, they will not be entitled to recall in order of seniority preference.

- 20.1.9 The Company will provide stand-by Company flight benefits for the duration of a Pilot's layoff, but a laid off Pilot cannot bump a Company employee not on layoff.

20.2 RECALL

- 20.2.1 A pilot on layoff shall retain their accumulated Seniority and continue to accrue Seniority and retain recall rights for a period of five (5) years but will cease to accrue time in service for the purpose of pay progression or vacation upon the effective date of layoff.
- 20.2.2 Pilots on layoff shall be recalled in Seniority order, the Pilot with the highest Seniority being the first recalled.
- 20.2.3 A pilot on layoff must maintain and keep updated their standing bid preference on the PSB system as this will determine recall preferences.
- 20.2.4 The Company shall communicate the initial recall notice to Pilots by telephone call or email. A Second and official recall notice will then be sent to the Pilot via email with a read receipt requested and contain the reporting date and location.
- 20.2.5 The recall notice shall be issued not less than twenty-one (21) Calendar Days prior to the report for work date. The Pilot will have seven (7) Calendar Days to respond from the date the email was sent, or phone call made and advise the Company of their decision. A Pilot who accepts a recall must return to work twenty-one (21) days after the recall notice date or the required reporting date, whichever is later. A shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.
- 20.2.6 If a Pilot waives their notice of recall, the recall shall be offered to the next senior Pilot on layoff. The Pilot that waived recall will have to wait until the next recall notice is issued by the Company. However, if at the time of their recall notice, if the Pilot on layoff is employed elsewhere, they may decline recall and remain on layoff for a total of twenty-four (24) months provided there are other Pilots who remain on the layoff list. The Pilot must provide the Company with a copy of their contract of employment/job offer before they can exercise this right.
- 20.2.7 If all Pilots on layoff waive the notice of recall the junior pilot on layoff will be obliged to accept the recall or be deemed to have voluntarily resigned their employment with the Company and to have permanently forfeited their position on the seniority list.
- 20.2.8 Prior to a recall, the Company will provide to all Pilots the list of Bases and positions available and will update the PSB system with Bases and positions in accordance with Section 7, FILLING OF VACANCIES/POSITION BIDS.
- 20.2.9 Pilots that accept the recall will be awarded positions according to their Standing Bid(s).
- 20.2.10 A Pilot returning from layoff shall be entitled to the same level of pay on the pay scale they held prior to the layoff.

- 20.2.11 A Pilot that does not return to work on a full month and, as a result, only works part of a Block Month, will have the MMG and GDO's prorated based on the number of days they are active in the Block Month.
- 20.2.12 If a Pilot is recalled after the scheduling bid has closed for the month they are returning, the Company will assign flights, Reserve duty and GDO's for that month.
- 20.2.13 Should a Pilot not be medically fit to return to duty when they receive a notice of recall, the Company shall place the Pilot on a leave subject to the terms and conditions of this Agreement and the Company short-term disability or long-term disability benefit program(s).

Section 21: COMPENSATION

21.1 General

- 21.1.1 Pilots will be paid semi monthly.
- 21.1.2 Additional pay including overtime and per diems will be paid on the 15th of the following month in which the additional pay is earned.
- 21.1.3 If a pay date falls on a holiday or a day when banks are closed, Pilots will be paid on the last banking day preceding the regular pay date.
- 21.1.4 Pilots will have their paycheques paid by direct deposit.

21.2 Pay Discrepancies

- 21.2.1 Underpayments of three hundred (\$300) dollars or less will be paid on the next regular pay. Underpayments of more than three hundred (\$300) dollars will result in a separate payment on the next regular pay period. At the Pilot's request, the Company will issue the full amount within five (5) business days of the pay discrepancy being confirmed.
- 21.2.2 Overpayments of less than twenty-five hundred dollars (\$2500) will be recouped in five-hundred dollar (\$500) increments per pay period. For overpayments of twenty-five hundred dollars (\$2500) or more a schedule of repayment will be agreed to between the parties. If the parties cannot reach a mutually agreeable repayment plan, the company reserves the right to implement a repayment plan. Where a pilot is terminated or resigns, the balance of any overpayment shall be deducted from the Pilot's final paycheque.

21.3 Minimum Monthly Guarantee

- 21.3.1 The minimum monthly guarantee (MMG) shall be eighty-five (85) credit hours per monthly scheduling period.
- 21.3.2 For the purposes of pay and scheduling, the month of January is considered to include

January 1st to 30th. February is considered to include January 31st to March 1st and March is considered to include March 2nd to March 31st. All other monthly scheduling periods of the year are calendar months.

21.4 Credit Hours

21.4.1 A Pilot's compensation for each Bid Period shall be determined by the Company based upon the accumulated number of Credit Hours multiplied by the Pilot's pay rate as applicable for each Bid Period.

21.4.2 A Pilot who reports to work shall be credited for any Day worked by the greater of:

- a) A minimum of four (4.0) Credit Hours per Day, including Reserve;
- b) Scheduled Flight Hours;
- c) Actual Flight hours flown;
- d) The calculated ratio of one (1) Credit Hour for every two (2) hours of Duty time in each Duty Period, excluding days involving Deadheading only.

21.5 Overtime

21.5.1 Pilots will be compensated at one point five (1.5) times their hourly rate for credit hours earned under the following conditions:

- a) Originally assigned or scheduled hours greater than eighty-eight (88) Credit Hours, and
- b) Block growth that increases the originally scheduled Credit Hours to greater than eighty-eight (88) Credit Hours.

21.5.2 Overtime payments will not be duplicated for the same hours worked or overtime paid where premium payments are applied.

21.6 Premium Pay

21.6.1 Premium pay is triggered when:

- a) A Flight Duty period that was scheduled to end before 0100 and is extended due to operational reasons beyond 0300 into a guaranteed Day Off. A premium payment of four hundred(400) dollars shall be paid.
- b) A pilot who accepts an assignment on a scheduled Day Off as outlined in Section 8.13 (Guaranteed Days Off (GDO's)) will be paid at two (2) times their regular hourly rate. The scheduled Day Off will not be replaced. This does not apply to shift trades.

21.6.2 Premium pay paid in the scenarios set forth above shall not trigger the overtime threshold in Section 21.5.1 (a) and (b) above.

21.7 Vacation Pay

21.7.1 A Pilot shall be credited and paid four (4) hours for each Vacation Day

21.7.2 A Pilot that volunteers to work on a Vacation Day(s) shall be paid Premium Pay (2x times their hourly rate and given a Vacation Day(s) in lieu of the missed Vacation Day(s). Vacation Day(s) will be replaced in the following month or, if more vacation periods are still available during the year the day can be added to the vacation period of the pilots choice. These days cannot be carried into the next calendar year.

21.8 Deadhead Pay

21.8.1 A pilot shall be credited and paid for each Deadhead as follows:

- a) When a Pilot is required to Deadhead on any aircraft, they shall be credited and paid at fifty percent (50%) of the scheduled or actual hours of the Deadhead, whichever is greater.
- b) When a Pilot is required to Deadhead on any off-line aircraft, they shall be credited and paid at fifty percent (50%) of the scheduled hours of the Deadhead .
- c) When a Pilot is required to Deadhead by ground transportation (e.g., automobile, van, bus, train, etc.) they shall receive Credit for fifty percent (50%) of the scheduled travel time, excluding hotel transportation.

21.8.2 If a Pilot's only Duty consists of Deadheading, the Pilot will be paid the greater of a minimum of 4 credit hours or, the credit time in accordance with Paragraph 21.8.1 above.

21.9 New Hire Training Pay

21.9.1 Pilots who are in Training for initial ground and simulator training phases, will not accrue credit for simulator (including fixed base and motion) or ground training events and will only be paid the minimum monthly guarantee prorated based on their start date in accordance with Section 3 (Seniority). A new hire Pilot who successfully completes initial ground and simulator training mid-month shall be entitled to the MMG or their actual scheduled monthly Credit, whichever is greater.

21.9.2 In the event of an unsuccessful initial Training Event any rescheduled days shall not trigger any Overtime or Premium payments.

21.10 Recurrent Training Pay

21.10.1 A Pilot will be credited and paid four (4) hours for each Day during a recurrent simulator training or checking event.

21.10.2 In the event of an unsuccessful recurrent training event any rescheduled days shall be paid four (4) hours for each Day but will not trigger any Overtime or Premium payments.

21.11 Online or Distance Learning Training Pay

21.11.1 Online or Distance Learning training will consist of any training which does not require a Pilot to physically report to a classroom or facility.

21.11.2 Time allocated to complete online training/distance learning will be determined by the Training Department. Online training will be credited and paid at the greater of four (4) hours or the ratio of one (1) credit hour for every three (3) hours of online training.

21.11.3 Online training or distance learning will not be scheduled to exceed eight (8) hours per Day.

21.11.4 A pilot may be required to complete up to 5 hours of Online training per year that is not Pilot specific and is required to be completed by all Pilots. This training will not be scheduled or generate credit. An example would be Employee Harrassment training or other such training.

21.12 Meeting/Office/ Administration Day Credit

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

21.13 Instructor Pay

21.13.1 When performing training or checking duties, training pilots will be paid a additional premium in accordance with the following schedule;

- a) Ground Instructor: credited and paid five (5) hours pay plus \$200 per Day;
- b) Ground Instructor for Command Upgrade, Train the Trainer, and CRM: credited and paid five (5) hours pay plus \$250 per Day
- c) Simulator or FTD Instructor: credited and paid five (5) hours pay plus \$250 per event
- d) Simulator Check Pilot conducting a PPC: credited and paid five (5) hours pay plus \$300 per event
- e) Line Indoctrination or Line Assessment: greater of the scheduled or actual flight time and \$125 per event
- f) Line Check: greater of the scheduled or actual flight time and \$150 per event

21.14 Change of Equipment, Position or Status

21.14.1 The pay transition date for Pilots who have been awarded a status upgrade (ie First Officer to Captain) will be the date the pilot completed his final line check for the awarded position.

21.14.2 In the event of an initial status upgrade to Captain, First Officers will start at the Level 1 Captain rate.

21.14.3 The anniversary date for pay scale progression will be the date of the Position bid award.

21.14.4 The pay transition date for Pilots that have been assigned a reduction in status will be the date the Pilot completes his final line check (if required) or the date of the Position

bid award, whichever occurs later.

21.14.5 When a Captain is assigned as a First Officer on the same aircraft type the Pilot will maintain their current rate of pay as a Captain.

21.14.6 In the event of a status change from Captain to First Officer, the Pilot who is called upon to carry out a Captain's duties as a PIC during one (1) segment or who holds a reserve block as a Captain, shall be paid at a Captain's rate during the whole month. In addition they shall accumulate service time as a Captain for the month in question.

21.14.7 In the event of a status change from Captain to First Officer the Pilot will enter the First Officer based on their years of service. Example: A Captain with ten (10) years of service at the Company at Captain Level 3 pay and who is downgraded to a First Officer position will enter the First Officer scale at Level ten (10).

Captain

B737						
Captain						
Steps	01-Jan-23		01-Jan-24		01-Jan-25	
1	\$147.06	\$150,001.20	\$150.74	\$153,751.23	\$155.26	\$158,363.77
2	\$152.94	\$155,998.80	\$156.76	\$159,898.77	\$161.47	\$164,695.73
3	\$158.82	\$161,996.40	\$162.79	\$166,046.31	\$167.67	\$171,027.70
4	\$166.67	\$170,003.40	\$170.84	\$174,253.49	\$175.96	\$179,481.09
5	\$174.51	\$178,000.20	\$178.87	\$182,450.21	\$184.24	\$187,923.71
6	\$181.37	\$184,997.40	\$185.90	\$189,622.34	\$191.48	\$195,311.01
7	\$188.24	\$192,004.80	\$192.95	\$196,804.92	\$198.73	\$202,709.07
8	\$193.14	\$197,002.80	\$197.97	\$201,927.87	\$203.91	\$207,985.71
9	\$199.02	\$203,000.40	\$204.00	\$208,075.41	\$210.12	\$214,317.67
10	\$203.92	\$207,998.40	\$209.02	\$213,198.36	\$215.29	\$219,594.31
11	\$209.80	\$213,996.00	\$215.05	\$219,345.90	\$221.50	\$225,926.28
12	\$216.67	\$221,003.40	\$222.09	\$226,528.49	\$228.75	\$233,324.34

First Officer

B737						
First Officer						
Steps	01-Jan-23		01-Jan-24		01-Jan- 25	
1	\$72.03	\$73,468.46	\$72.03	\$73,468.46	\$72.03	\$73,468.46
2	\$76.94	\$78,479.82	\$78.86	\$80,441.82	\$81.23	\$82,855.07
3	\$79.75	\$81,347.96	\$81.75	\$83,381.66	\$84.20	\$85,883.11
4	\$82.78	\$84,436.72	\$84.85	\$86,547.64	\$87.40	\$89,144.07

5	\$86.38	\$88,103.32	\$88.54	\$90,305.90	\$91.19	\$93,015.08
6	\$89.69	\$91,486.25	\$91.93	\$93,773.40	\$94.69	\$96,586.61
7	\$93.27	\$95,131.83	\$95.60	\$97,510.13	\$98.47	\$100,435.43
8	\$96.31	\$98,231.10	\$98.71	\$100,686.88	\$101.67	\$103,707.48
9	\$99.34	\$101,330.37	\$101.83	\$103,863.63	\$104.88	\$106,979.54
10	\$102.38	\$104,429.64	\$104.94	\$107,040.38	\$108.09	\$110,251.59

Section 22: BENEFITS

22.1 GENERAL

22.1.1 The Company agrees to maintain a group insurance benefits program which includes extended health care, dental, life insurance [basic and optional], short-term disability and long-term disability, and accidental death and dismemberment (the “Benefits Plan”) substantially similar in the aggregate to the terms and conditions of the current Benefits Plan

22.1.2 The Company retains the right to review from time to time the Benefits Plan and consider modifications to the Benefits Plan. As part of these reviews, the Company will include a representative from the Association as part of the Benefits Plan Review Committee. The Company commits to completing a review of the Benefits Plan no later than January 1, 2024. If a new Benefits Plan is adopted within the term of this agreement, the new Benefits Plan will not result in less overall benefit in the aggregate to the pilot.

22.2 PENSION GENERAL

22.2.1 The Company shall maintain a Defined Contribution Pension Plan (DCPP), the “Pension Plan” and a Registered Retirement Savings Plan (RRSP). Except where specifically outlined in this Agreement, at a minimum, the terms of the DCPP will be as outlined in the November 6, 2007, Registered Pension Plan for Employees of Flair Airline LTD Group Annuity Policy Number 10000694 (the “Plan”) and the August 27, 2018, Pension Plan for the Employees of Fair Airlines Ltd Member Booklet (“DCCP Member Booklet”).

22.2.2 The Company shall maintain the Registered Savings Plan (RRSP). Except where specifically outlined in this Agreement, at a minimum, the terms of the RRSP will be as outlined in the August 27, 2018 Sun Life My Plan Group Retirement Savings Plan of Flair Airlines Ltd., Member Booklet (“RRSP Member Booklet”).

22.2.3 The Company retains the right to review from time to time the Pension Plan and consider modifications to the Pension Plan. As part of these reviews, the Company will include a representative from the Association as part of the Pension Plan Review Committee. The Company commits to completing a review of the Pension Plan no later than January 1, 2024.

22.3 ELIGIBILITY AND CONTRIBUTION AMOUNTS

22.3.1 Subject to the terms of the Pension Plan, Pilots shall be eligible to contribute to the Defined Contribution Pension Plan as of their Date of Hire with the Company. The Pension Plan is a contributory plan meaning that once the Pilot contributes the required amount of employee contributions, the Company must also contribute the employer matching contribution. The contribution percentages are set forth below:

Years of Service (YOS)	1:1 pilot contribution and employer match, except at 20+ Years of Service.	
	Pilot	Employer
Less than 5	3%	3%
5 through 10	4%	4%
10 through 20	6%	6%
Greater than 20	7%	7%

22.3.2 Vesting- Pilots' employee contributions are immediately vested and will not be subject to forfeiture. Employer matching contributions shall vest after the Pilot's completion of one (1) year of employment.

22.3.3 Upon request of the Association, the Company shall provide the Association a copy of all general disclosures required under the applicable Pension legislation, including an up-to-date copy of the Pension Plan documents including employee booklets issued by the Company or an administrator, the annual statement, and notice of termination. The Company will provide the Association a written summary of any amendment to the Plan that affects the Pilots' benefits.

22.4 PENSION COMMITTEE

A pension committee shall be established with Company and Association representatives. At a minimum, the Association shall have the option to appoint one Pilot representative and one Association staff representative to the Committee. The Pension Committee shall be established in accordance with and for the purposes specified in the applicable pension legislation.

Section 23: EXPENSES/ALLOWANCES

23.1 PER DIEMS

23.1.1 Pilots will be paid an hourly Per Diem based on three dollars and sixty-six cents (\$3.66) per hour while away from their home base. The Per Diem rates delineated in this paragraph will increase by “cost of living” based on the Consumer Price Index for Canadian Annual Average as published by Statistics Canada, or one percent (1%) per year, whichever is greater starting on the date of ratification of this agreement,

23.1.2 Per Diems are calculated from the Pilot's actual check-in time at home base to the actual final check-out time at home base.

23.1.3 U.S. rates apply when overnighting or training occurs outside of Canada.

23.2 TRAVEL DOCUMENTS AND FEES

23.2.1 All pilots are required to have a current passport.

23.2.2 The Company shall pay the full costs of any five (5) year or ten (10) year Canadian Passport, Visa, travel document(s) that are required for a Canadian Passport holder, medical fee and required inoculation/vaccines, etc. For holders of Foreign Passport, costs will be paid up to the maximum of the cost for a Canadian Passport holder.

23.2.3 The Company shall pay the cost of the initial application for other Visa(s) when the Visa is required only as a result of being a Foreign Passport holder. The costs of renewals shall be borne by the Pilot .

23.3 CELL PHONES

In recognition of required communication between Pilots and the Company, Pilots shall be paid thirty dollars (\$30.00) per month toward cell phone usage.

23.4 GENERAL TRAVEL EXPENSES

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

23.5 REQUIRED EQUIPMENT

With the exception of Pilot headsets, no Pilot shall be required to pay for the use of any Company required equipment used in training or flight operations. The foregoing includes iPads/tablets. For clarity, mobile access or enhanced subscriptions will not be paid for by the Company.

Section 24: NEW BASE & MOVING/RELOCATION EXPENSES

24.1 BASES

24.1.1 At the effective date of this Agreement, the following cities are recognized as Pilot Base(s):

Vancouver, CYVR
Abbotsford, CYXX
Edmonton, CYEG
Toronto, CYYZ
Kitchener-Waterloo, CYKF
Ottawa, CYOW

24.1.2 The Company may add Pilot Base(s). Prior to opening a new Pilot Base, the Association will be notified at sixty (60) Calendar Days in advance of the first day of operation of that Pilot Base. If applicable, the Company and the Association shall meet no less than thirty (30) Calendar Days in advance of the first day of operation to negotiate applicable terms not covered under this Agreement.

24.1.3 The Company shall provide the Association at least ninety (90) Calendar Days advance written notice of the planned closure date of a Pilot Base. Such notice shall indicate the reason(s) for the closure.

24.2 RELOCATION AT COMPANY EXPENSE

24.2.1 The Company shall only provide relocation assistance to Pilots in the following circumstances:

- a) To a Pilot who is displaced out of a Pilot Base and is required to move to a different Pilot Base;
- b) When the Company closes a Pilot Base, and the Pilot has the Seniority to displace to a different Pilot Base;
- c) To a Pilot who has been recalled from layoff and assigned to a Base other than the Base that they held at the time of the layoff.

24.2.2 A Pilot that is relocating under 24.2.1 above, shall move within a reasonable radius of the Pilot's new base.

- a) The relocation is from a Canadian Designated Primary Residence located outside a 160km radius of the new Pilot Base;
- b) The relocation is to a Canadian Designated Primary Residence located inside a 160km radius of the new Pilot Base (Relocation Radius);
- c) The distance from the previous Canadian Designated Primary Residence to the new Canadian Designated Primary Residence is at least 80km
- d) The Pilot relocates their Canadian Designated Primary Residence no more than twelve (12) months after their start of duty at the new Pilot Base.

24.3 HOUSE HUNTING AND TIME OFF-ALL MOVES/RELOCATIONS

24.3.1 A Pilot who relocates from their Pilot Base for any of the reasons set forth in Section 24.2.1 above, shall be entitled to the following:

- a) One (1) positive space return trip (i.e., house hunting) on Company aircraft to

their new Pilot Base for the Pilot and their spouse. The Pilot shall be provided four (4) consecutive Guaranteed Days Off (GDOs) within their monthly GDO allotment. However, the Pilot shall be permitted to bid the four (4) GDOs for the purpose of house hunting outside of seniority.

- b) The Pilot shall be provided Seven (7) consecutive Guaranteed Days Off (GDOs) days within their monthly GDO allotment for travel and/or moving. These days may be prior to or after the commencement of duties at the new Pilot Base, at a time deemed necessary by the Pilot. If required, these (7) days shall be preplanned and preassigned to ensure a minimum of seven (7) days off. Pilots may request additional unpaid days off for travel and/or relocation. In addition, the Company shall provide the Pilot, their spouse, and Dependents transportation by automobile, train, or by Company space available air transportation. If a Flair flight is available, the Pilot, their spouse and Dependents shall travel on the Flair flight.
- i) Temporary Accommodation- If a Pilot and their family require interim accommodations during the process of the move, the Company shall provide a hotel room for a maximum duration of two (2) weeks.
- c) A Pilot shall be allowed actual costs of moving household, vehicles and personal effects up to a maximum of ten thousand (\$10,000) dollars.
- i) Relocation expenses shall be reimbursed only if the Pilot submits a detailed receipt for each applicable item to the Company. The Pilot must actually move within twelve (12) months of the bid award date. Expenses must be submitted within six (6) months of the move to the new location.

24.3.2 A Pilot must submit their request for time off for house hunting and moving/relocation in Subsection 24.2.1 above to the Chief Pilot, Crew Management or designate, at least seventy-two (72) hours prior to the close of monthly bidding for the month the Pilot is requesting the leave. If a request is made after the deadline above, the request shall be granted subject to operational requirements or at another mutually agreeable time.

24.4 CLAW-BACK OF COMPANY PAID RELOCATION

24.4.1 The cost of a paid move to a Pilot shall be amortized over a period of twelve (12) months. Any Pilot who has received a paid move relocation and who voluntarily leaves the employment of the Company within the twelve (12) months of relocating shall be required to reimburse the Company on a prorated basis for any time remaining in the amortization period.

Section 25: VACATION

Vacation Entitlement: The amount of vacation days that a Pilot is entitled to, based on Years of Service with the Company. A Pilot will earn Vacation based on their Date of Hire as a Pilot with the Company in accordance with paragraph x.1.1 below. Pilots shall be entitled to paid annual vacation, composed of a vacation period and Statutory Holidays.

Vacation Accrual: The amount of vacation pay calculated based on the rate of pay at the time the Pilot takes their vacation. The vacation is granted during the year following the Vacation Entitlement Year (e.g., vacation earned in 2022, can be taken in 2023)

Vacation Entitlement Year: Is the calendar year commencing on January 1st to December 31.st in which the vacation entitlement is earned. Pilots accrue paid annual vacation on an ongoing basis throughout the Entitlement Year.

25.1 Vacation Entitlement

25.1.1 Pilots shall be entitled to accrued paid vacation days, based upon their years of service, as of each January 1st in accordance with the following schedule:

Years of Service (YOS)	Vacation Entitlement	Vacation Accrual *Gross wages shall have the meaning as under the Canada Labour Code*
Date of Hire to December 31 st	Prorated	based on a) below
a) Up to three (3) YOS	10 working Days	4% of the Pilot's gross wages, whichever is greater.
b) After completion of three (3) YOS to eight (8) YOS	15 working Days	6% of the Pilot's gross wages, whichever is greater.
c) After completion of eight (8) YOS to fifteen (15) YOS	20 working Days	8% of the Pilot's gross wages, whichever is greater.
d) After completion of fifteen (15) YOS	25 working Days	10% of the Pilot's gross wages, whichever is greater

25.1.2 The Company shall pay Pilots during their Vacation as provided in Section 21 – Compensation.

25.1.3 Vacation Entitlement and accrual continues while a Pilot is on, maternity, parental or adoption leave, Upon return to flying, a Pilot may use their accrued vacation subject to the Annual Vacation Bid process or elect to have the accrued amounts paid out by the Company. Vacation progression based on hire date continues while a Pilot is on workers

compensation leave, medical leave, short-term disability and long-term disability, however, vacation time will not accrue during this period.

25.1.4 New hire Pilots and Pilots changing their Position shall only be eligible to bid for vacation and Holidays on the Annual Vacation Bid after passing their initial Line Check. A Pilot who is downgraded, displaced, or who is involuntarily assigned a Base change shall take their remaining awarded vacation and Holidays to their new Position.

25.2 Vacation and Stat Holiday Scheduling

25.2.1 A vacation block shall consist of five (5) consecutive calendar Days. Start date (day of week) will be Monday

25.2.2 A Pilot must bid their vacation and Stat Holiday(s) in a minimum of a five (5) Day blocks totaling twenty (20) Credit Hours.

25.2.3 A Pilot is entitled to bid Vacation GDOs as part of their vacation or Stat Holiday bid. Vacation GDOs are a Pilot's regular GDOs (Days Off) in a month, but when attached to a vacation/Stat Holiday block are considered Vacation GDOs and will be awarded upon the request of the Pilot prior to the bid award. Vacation GDOs will be placed immediately prior to and immediately after a vacation block.

a) For vacation/STAT blocks 5 days or more:

- Unless specifically requested by the Pilot by the 1st of the month preceding the assigned vacation/Stat Holiday, two (2) Vacation GDOs will be attached to each side of a vacation/Stat Holiday block. However, a Pilot may request that the Company attach three (3) Vacation GDOs on one side of the vacation/Stat Holiday block and one on the other side of the vacation/Stat Holiday block.

b) For vacation/STAT blocks of 2, 3 or 4 days:

- One (1) Vacation GDOs will be attached to each side of the vacation/stat holiday block.

c) For vacation/STAT blocks of 1 day:

- No Vacation GDO's will be assigned.

25.2.4 Vacation/Stat blocks of two (2) days or less can be bid monthly and assigned in order of seniority. These blocks must be requested prior to the 1st of the month preceding the assigned vacation/stat holiday. Days not awarded by Sep 15th may be subject to company assignment.

25.3 Annual Vacation and Stat Holiday Distribution Bid Procedures

- 25.3.1 Vacation Days and Statutory Holidays shall be booked in increments of five (5) consecutive calendar days. If a Pilot has vacation or Statutory holiday Day(s) that equal less than five (5) Days due to prorating, those Days shall be booked as a block. Vacation GDOs will be attached as set forth in paragraph X.2.3 above.
- 25.3.2 The number of vacation Day(s) and Statutory holiday(s) available annually in a calendar year shall not be less than one hundred ten percent (110%) of the total vacation Day(s) and Statutory holiday(s) allocated to Pilots. Each calendar month must contain at least six percent (6%) of the annual total vacation Day(s) and Statutory holiday(s) allocated per Position.
- 25.3.3 The Vacation Bid Packages for the following year shall be provided to each Pilot electronically no later than September 15th. The bid package shall include the following:
- a) The total vacation Day(s) and Statutory holiday(s) available during the upcoming vacation year by Position;
 - b) Each Pilot's vacation and Holiday Entitlement for the upcoming vacation year;
 - c) any carry-over Vacation Entitlement from prior years for the information of the Pilot;
 - d) A link to an annual vacation Day(s) and Statutory holiday(s) electronic bid sheet.
- 25.3.4 The Company will use an automated system to conduct vacation bids. Each Pilot will be allotted no less than three (3) hours to place their bid for their applicable vacation weeks
- 25.3.5 Pilots shall bid for and be awarded their current year vacation Day(s) entitlement and Statutory holiday(s) in order of seniority starting with the most senior for that Base with respect to Equipment type and Status. Bidding shall be broken down into two (2) rounds starting with Vacation first and Statutory holiday(s) second.
- 25.3.6 The first round bid window will be open daily between 0600 MT to 2200 MT. The first bidding round shall open on September 15th at 0600 MT and close no later than September 22nd at 2200 MT.
- 25.3.7 In the first round of bidding, a Pilot shall not be able to bid both prime time summer (July and August) and prime time winter which includes any block(s) of vacation that encompass the last three (3) vacation bid periods of December simultaneously.
- 25.3.8 The second round bid window will be open on September 25th at 0600 MT and close no later than October 1st at 2200 MT.
- 25.3.9 A Pilot will have the ability within the PBS system to have a standing bid in case they are unavailable to bid during their bid window. Any Pilot who does not submit a vacation and/or Statutory holiday bid or express the maximum number of preferences shall be assigned their vacation Day(s) and/or Statutory holiday(s) based on remaining available weeks.

- 25.3.10 Pilots may not change their annual Vacation or Statutory holiday bid once the bidding period has closed.
- 25.3.11 Pilots shall take all vacation time within the calendar year that they are entitled to use it. Absent exceptional circumstances approved by the Chief Pilot or designate, a Pilot shall not carry over any vacation.
- 25.3.12 The Company shall post any and all available vacation slots for the calendar year at the beginning of every month. Any Pilot who, after participation in the current year vacation bid, has carry-over days that have not been awarded may, no later than the 25th of every month, email the Crew Scheduling Supervisor to request the assignment of the vacation Day(s) for any of the posted available vacation slots. The Crew Scheduling Supervisor shall grant the assignment of the vacation Day(s) based on seniority, depending on operational requirements, and will advise the Pilot(s) whether their additional vacation has been scheduled prior to the next issuance of available vacation slots. If the vacation is not granted, the Pilot may request the assignment of vacation in future months.
- 25.3.13 During each new hire ground school, the new hire pilot(s) will be provided with dates available in the remainder of the year in order to bid their STAT Day entitlement. The pilots STAT day entitlement will be based on the remaining STAT days from the date of hire to the end of the calendar year.
- 25.3.14 A Pilot who is on sick leave, who transitions from sick leave to disability or who is receiving Workers Compensation Benefits, or on any other Leave of Absence and who has awarded vacation that will not be used, shall bid on and be awarded vacation as per Subsection 25.3.12 above.

25.4 Retirement

If a Pilot has any Vacation Accrual as of the date of retirement, it shall be paid out as of the retirement date.

25.5 Vacation Reconciliation

25.5.1 The Company shall conduct an annual reconciliation of Vacation Accrual for all Pilots:

- a) any Pilot who has earned more Vacation Accrual than they have been paid shall be paid the remaining amounts;
- b) any Pilot who has been paid more Vacation Accrual than they have earned shall have the overpayment amounts deducted from their pay

25.5.2 When A Pilot leaves the employ of the Company as a result of resignation or termination, the Company shall conduct a reconciliation of Vacation Accrual and:

- a) the Pilot has accrued more vacation than they have been paid, the Pilot shall be paid the remaining amounts in their last pay; and
- b) the Pilot has been paid more Vacation Accrual than they have earned, the Pilot shall have those amounts deducted from their last pay. If the Pilot does not have sufficient funds in the last pay to cover the amount owing, the Pilot shall be responsible to arrange payment with the Company.

Section 26: Statutory Holidays

26.1.1 Pilots are entitled to the following Days as Statutory Holidays:

New Year's Day	Civic Holiday	Labour Day
Good Friday	Thanksgiving Day	Remembrance Day
Victoria Day	Canada Day	Christmas Day
Boxing Day	National Day for Truth and Reconciliation	

26.1.2 Statutory Holidays will be prorated for new-hire Pilots in their initial calendar year of hire.

26.1.3 Pilots shall bid for all their Statutory Holidays in a calendar year in conjunction with the Pilot's vacation Bid as described in Section 25 (Vacation).

26.1.4 A Pilot who works or is on Reserve on a Statutory Holiday that they did not bid off will receive their regular pay only. A Pilot who works on a scheduled Day Off shall receive GDO pay pursuant to Section 21 (Compensation).

26.1.5 A Pilot that ceases to work with the Company and has taken more Statutory Holiday(s) than they have earned, shall have the amount owing deducted from their final pay. If the Pilot's last pay is not sufficient to cover all the Statutory Holiday overpayment, the Pilot shall make arrangements with the Company to cover all amounts owing.

26.1.6 A Pilot on any type of Leave of Absence shall lose their entitlement to any Statutory Holiday(s) that occurred while they were on the Leave of Absence.

Section 27: SICK LEAVE

27.1 GENERAL

- 27.1.1 Sick leave shall mean the period during which a Pilot is unable to report for Duty as a result of illness or injury, or personal medical appointments during working hours
- 27.1.2 Provided a Pilot has sick leave credits remaining in the bank, they shall receive one hundred percent (100%) of their regular salary for a sick absence, from the very first day.
- 27.1.3 During such period the Pilot shall use their sick bank credit, up to five (5) consecutive Calendar Days, provided their sick bank has sufficient credit to cover the missed days. In the event that their sick bank does not have enough credit to cover their pairing, their monthly minimum guarantee shall be reduced by four (4) credit hours for each day missed.

27.2 SICK LEAVE ENTITLEMENT

Pilots shall be credited with ten (10) Calendar Days each January 1 toward their sick bank each year. Pilots employed during the year shall be entitled to a prorated number of sick bank days (e.g., 0.83 calendar day per month of service).

27.3 PILOTS' RESPONSIBILITY

When a Pilot is unfit to fly, they will notify Crew Scheduling/SOCC with as much notice as possible to book off. A Pilot who is fit to return to duty from sick leave must advise Crew Scheduling as early as possible but no later than 1900 hours local time at the Pilot's Base the day prior to Duty. When the Pilot has provided Crew Scheduling notice of their availability to book on as set forth in this subsection, the Pilot shall not be deducted additional sick days but shall be reassigned in accordance with subsection 27.4.1 below. If no such contact from the Pilot is received, their sick leave status will be carried over into the next day.

27.4 SICK LEAVE DEDUCTION

- 27.4.1 When a Pilot is scheduled for a single day pairing and books off for that pairing, they will receive the four (4) hours for that pairing and the sick day entitlement will be reduced by one (1) day.
 - a) If a Pilot is sick for one (1) day of a multi-day pairing, they will receive the four (4) hours for that day and the sick day entitlement will be reduced by one (1) day. The Pilot will be assigned to reserve or an open pairing on the remaining days of the pairing if they are fit for Duty.
 - b) Should a pilot become sick mid-pairing so that they cannot complete their pairing for one (1) or more sectors (regardless of sector length) in the same Calendar Day, they will receive four (4) credit hours for that Day or the actual flight time flown, whichever is greater. There will be no reduction to their sick day entitlement. If the

Pilot continues to be sick the next day, their sick day entitlement will be reduced by one (1) day for each sick day until they book back on.

27.4.2 There is no deduction of sick leave credits from the Pilot's bank while on sick leave during a day with no scheduled duties.

Section 28: LEAVES OF ABSENCE

28.1 General

Unless otherwise specified in this Agreement, a Pilot on a Leave of Absence shall:

- a) retain and continue to accrue Seniority;
- b) shall maintain travel privileges available to pilots not on leave;
- c) and shall be eligible for benefit continuation as follows:
 - i) For Personal Leave of Absence: A Pilot who is on a Personal Leave of Absence shall have the option to maintain group health benefits, employee/spouse optional life, employee/dependent life and AD&D benefits, but not disability benefits, for ninety (90) days following the commencement date of the Leaves of Absence. In order to maintain benefit coverage for ninety (90) days, the Pilot shall pay the employee paid portion of the monthly premium. After ninety (90) days, the Pilot is responsible to pay the employee and employer paid portions of the monthly premium. Benefits may be discontinued after providing notice to the Pilot of a failure to pay. The foregoing will be subject to the terms and conditions of the Company benefits plans.
 - ii) For Maternity and Parental Leave, Jury Duty Leave, Court Appearance Leave, and Bereavement Leave, a Pilot shall maintain any and all applicable group health benefits, disability benefits, employee/spouse optional life, employee/dependent life and AD&D benefits. In order to maintain benefit coverage, the Pilot shall pay the employee paid portion of the monthly premium. Benefits may be discontinued after providing notice to the Pilot of a failure to pay. The foregoing will be subject to the terms and conditions of the Company benefits plans.

28.2 Personal Leave of Absence

28.2.1 In cases of an emergency, upon request, the Company shall grant a Pilot a Leave of Absence without loss of seniority. The Company shall provide a copy of the Leave of Absence approval to the Association.

28.2.2 The Company may, at its discretion, grant a Pilot a Personal Leave of Absence without pay and without loss of seniority for up to a two (2) year period. The Pilot and the Association shall be advised in writing that the leave has been granted, the date the leave is to commence, the date the Pilot is expected to return to work, and the name and contact information of the Company representative they must contact before the expected return to work date. A request for a Personal Leave of Absence shall not be unreasonably denied.

28.2.3 A Personal Leave of Absence shall not be granted to allow a Pilot to work elsewhere in the airline industry. However, the provisions of this sub-section may be waived upon the written consent of the Company.

28.2.4 A Pilot returning to work following a Personal Leave of Absence shall be reinstated to their former Position if their seniority allows it. In the event their seniority does not allow them to resume their former Position, they shall be allowed to exercise their right to displace a junior Pilot.

28.2.5 A Pilot on a leave without pay for a defined/definite period, shall within thirty (30) days, but at least fifteen (15) days, prior to their return to work, inform the Company contact provided on their leave of absence approval of their intention to return to work.

28.2.6 A Pilot may exercise their bidding rights for vacancies while on a Personal Leave of Absence; however, if they are a successful bidder they must return from their Leave of Absence for training and duty on the date specified by the Company.

28.2.7 Should a Pilot's Leave of Absence extend into a new calendar year, a Pilot's unused vacation days shall either be carried over into the next calendar year or paid out.

28.3 Maternity or Parental Leave

28.3.1 A Pilot is entitled to maternity leave and/or parental leave pursuant to the Canada Labour Code (CLC).

28.3.2 A Pilot requesting maternity and/or parental leave shall submit a written notice to the Chief Pilot with a copy to the Vice President of Human Resources, at least four (4) weeks in advance, stating the anticipated start date and the amount of leave intended to be taken, and shall be accompanied by a medical note from the attending physician stating the expected delivery date.

28.3.3 Notwithstanding Section 28.3.2 above, the leave may end earlier at the written request of the Pilot upon providing the Chief Pilot at least four (4) weeks' notice in advance of the requested return to work date.

28.3.4 A Pilot wanting to continue parental care beyond the scope of the parental leave described in this Section may request a Leave of Absence in accordance with Section 28.2 above.

28.3.5 A Pilot may exercise their bidding rights for vacancies while on a Maternity or Parental Leave of Absence. If they are a successful bidder, the Company shall hold their position until the end of their Maternity or Parental Leave and their previous position shall become available.

28.4 Jury Duty Leave

A Pilot who is summoned for jury duty shall provide a copy of the jury duty notice to the Chief Pilot with a copy to the Vice President of Human Resources as far in advance of the scheduled jury duty as possible. The Chief Pilot shall be notified by the Pilot immediately after release from jury duty in order for the Pilot to return to active status. For each day that a Pilot serves jury duty, the Pilot will be pay protected for

the Minimum Monthly Guarantee. A Pilot must provide the Chief Pilot or a designate documentation from the court showing the dates and times the jury duty was served and a full accounting of any amounts received to be a juror. The Company shall deduct from a Pilot's wages the amount paid to the Pilot to be a juror.

28.5 Court Appearance Leave

- 28.5.1 A Pilot receiving a summons or a subpoena to appear in court, including any proceeding before an administrative or regulatory tribunal, shall be removed from their schedule until excused by the court or the administrative or regulatory tribunal. A Pilot who is summoned or is subpoenaed to appear in court, or before an administrative or regulatory tribunal, will provide a copy of the summons or subpoena to the Chief Pilot with a copy to the Vice President of Human Resources as soon as possible.
- 28.5.2 A Pilot shall be granted court appearance leave with pay if the matter is related to their job duties with the Company. However, if the matter is unrelated to their job duties at the Company, the leave will be without pay.
- 28.5.3 If the Company is engaged in court proceedings against a Pilot for any matters outside the provisions contained in Section 35 (DISCIPLINE AND DISCHARGE), such court appearance leave will be without pay.

28.6 Bereavement Leave

- 28.6.1 On the occasion of a death as outlined in Section 28.6.2 below, the Pilot shall advise the Chief Pilot with a copy to the Vice President of Human Resources, of the requirement for time off for bereavement.
- 28.6.2 A Pilot shall be entitled to paid time off from work under the following provisions:
 - a) In the case of the death of a spouse (including common-law partner and same sex partner) child (including stepchild, adopted and/or foster), the Pilot shall be entitled to five (5) calendar days off to be taken as per the conditions outlined in the CLC. During such period, the Pilot shall be paid for those days that were scheduled to be worked. Upon request, the Pilot may be granted up to an additional seven (7) calendar days of leave without pay.
 - b) Pilots shall be entitled to five (5) calendar days off immediately following the day of death of any of the following members of an employee's or their spouse's family (including common-law and same sex partner). During such period, the Pilot shall be paid for the first three (3) of those days that were scheduled to be worked:
 - i) Grandparent
 - ii) Grandchild
 - iii) Parent
 - iv) Sibling
 - v) Any relative of a Pilot who permanently resides with the Pilot.

28.6.3 With prior approval from the Chief Pilot, Pilots may take bereavement leave at a later date if the circumstances warrant.

28.6.4 Notwithstanding 28.6.3 above, if a Pilot is not fit to return to duty after the timelines outlined above, the Pilot may advise the Chief Pilot or a designate in writing of the need for further time off. This time off may be extended up to five (5) additional days off without pay or the Pilot shall be given the option to use available vacation subject to Company approval based on operational needs. Such requests shall not be unreasonably denied.

28.6.5 Time used by a Pilot for bereavement leave shall be separate from time used on unpaid compassionate care leave or unpaid leave related to critical illness as prescribed under the CLC.

28.6.6 For purposes of pay reconciliation, a Pilot will be pay protected for the Minimum Monthly Guarantee

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

28.7 Personal Leave Days Pursuant to Section 206(a) of the CLC

28.7.1 Pilots shall be entitled to up to five (5) days of personal leave per calendar year to:

- a) Treat an injury or illness
- b) Take care of health obligations for any member of the Pilot's family or care for them
- c) Take care of obligations related to education of any immediate family member under age 18
- d) Manage any urgent situation that concerns the Pilot or the Pilot's immediate family member
- e) Attend the Pilot's citizenship ceremony under the Citizenship Act, or
- f) Manage any other situation prescribed by regulation.

28.7.2 A Pilot with three (3) consecutive months of continuous employment, shall be paid for the first three (3) days of leave.

28.8 Compassionate Care Leave

Compassionate care leave shall be granted without pay, in accordance with the provisions of the CLC.

28.9 Leave of Absence for Member of the Reserve Force

A leave of absence for members of the Reserve Force shall be granted in accordance with the provisions of the CLC.

28.10 Traditional Indigenous Practices Leave

Traditional Indigenous practices leave shall be granted in accordance with the provisions of the CLC.

28.11 All Other Leaves

All other leaves will be provided as per the CLC.

28.12 Return to Service

28.12.1 A Pilot shall coordinate their return to service following a leave and return to work date with the Chief Pilot with a copy to the Vice President of Human Resources.

28.12.2 If no training is required for the Pilot to return from leave, the Company will return the Pilot at the earliest opportunity. If training is required, the Pilot will be scheduled for the next available training class and the Pilot will be returned to pay status on the day the training commences. However, a Pilot shall not be held from returning to pay status longer than fourteen (14) days following the date of the Pilot's return to work as per Section 28.12.1 above.

Section 29: WORKERS' COMPENSATION

29.1 Workplace Injury

- 29.1.1 The Company will assist a Pilot who sustains a workplace injury to receive the appropriate medical treatment. The Company shall return the Pilot to their base when medically cleared for travel. In such cases, all reasonable travel and hotel costs will be paid for and arranged by the Company. If the Pilot is restricted from travel by a medical practitioner, the cost of a hotel room and appropriate per diem shall be paid. A pilot who has been injured on the job, while outside of the country who requires medical attention and services shall be provided coverage through the company's benefits plan. The benefit plan is designed to provide coverage for costs not covered by Provincial Health Care plans.
- 29.1.2 When the applicable Workers' Compensation benefit has determined that a Pilot is unfit as a result of workplace injury, the Company shall return to the Pilot any sick leave credits deducted from the Pilot's sick bank.
- 29.1.3 Pilots on Workers' Compensation shall continue to receive the Company benefits including wage increments, vacation years of service accrual, maintenance of seniority, maintenance of sick leave credits, continuation of health and dental benefits, eligibility for disability coverage, life insurance and Company pension.

Section 30: JOINT OCCUPATIONAL HEALTH & SAFETY (OH&S) COMMITTEE

The Company agrees to incorporate at least one (1) Pilot in the Company Joint Occupational Health and Safety Committee.

Section 31: PILOT HEALTH

31.1 TRANSPORT CANADA REQUIRED MEDICAL EXAMINATIONS

- 31.1.1 The medical standards required by the Company to be maintained for continued employment as a Pilot shall be no more restrictive than those standards set forth in the Transport Canada regulations required to maintain an Airline Transport Pilot License (ATPL), including any waiver policies adopted by Transport Canada.
- 31.1.2 The Company shall pay the costs of all examinations, not otherwise covered by the Company's medical insurance, (including any Audiogram, Electrocardiogram exams(s)), administration, and medical licensing fee(s) assessed by Transport Canada to review the aviation medical and incurred by a Pilot to maintain a Transport Canada Medical Certificate to a combined maximum of three hundred and fifty dollars (\$350). Where possible, the Company will establish a direct billing account to cover such medical fees. Where direct billing is not possible, medical fees will be paid by the Pilot and submitted to the Company as an expense. The Pilot has thirty (30) days to submit the expense to the Company. Any submission received after thirty (30) days shall not be reimbursed.
- 31.1.3 The choice of the available Civil Aviation Medical Examiner ("CAME") shall be at the sole discretion of the Pilot.
- 31.1.4 Upon the successful completion of a medical examination, each Pilot shall provide the Pilot Training Department with a copy of a current Transport Canada Medical Certificate as soon as possible. Failure to do so will result in the Pilot being considered as not available for work until such certificate is provided.
- 31.1.5 Scheduling periodic examination and procedures required under Transport Canada regulations in support of a Transport Canada Medical Certificate before the medical expires is the Pilot's responsibility.
- 31.1.6 If a Pilot is aware of a change in their medical condition that could impact their ability to fly safely, they are obligated to seek an appointment with either their treating physician (includes family doctor and specialist) and/or the CAME and advise the Company as soon as possible. It is the Pilot's responsibility to inform the CAME that they have been away from work due to an illness affecting their medical. The Pilot shall provide the Company with sufficient confirmation showing that the CAME is aware of their medical condition in circumstances where the Pilot's condition has affected the Pilot's medical.
- 31.1.7 Any information obtained by, or as a result of, a Transport Canada medical examination, with the exception of medically based restrictions and/or limitations, shall be strictly confidential between the CAME and the Pilot and shall not be divulged to any other person without the express written consent of the Pilot. In the event of a Transport Canada medical examination that results in the issuance of a Transport Canada Medical Certificate with medically based restrictions and/or limitations, the Company may request additional information to the extent necessary. The Company's request must be reasonable.

31.2 COMPANY REQUIRED MEDICAL EXAMINATIONS

- 31.2.1 Should the Company have reasonable cause to believe that a Pilot may not be fit to carry out their duties due to a physical or mental condition, the Company may request that the Pilot provide information from their treating physician as outlined in this Section. Any information from the Pilot's treating physician shall be submitted to Human Resources and shall be maintained confidential and shared only as necessary. Where necessary, the Company may require the Pilot to undergo a medical examination by a Civil Aviation Medical Examiner (CAME) of the Company's choosing to determine whether the Pilot is medically qualified 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.
- 31.2.2 The Company shall provide a letter to the Pilot with the reason(s) for the examination request.
- 31.2.3 An Active Pilot who is required to undergo a medical examination pursuant to 17-2.01 above shall be held out of service with no loss of pay up to and including the receipt of the medical findings report from said examination. If a Pilot is found to be unfit, they will be placed on Sick Leave in accordance with SECTION 27 - SICK LEAVE. If the Pilot has requested Association representation, the Association shall be advised in writing within twenty-four (24) hours of the removal from service for medical reasons (without disclosure of the specific medical reasons).
- 31.2.4 A Pilot required to undergo a medical examination with a Civil Aviation Medical Examiner (CAME) shall contact the CAME within two (2) business days to request the next available appointment. The Pilot shall present the CAME with the request and the CAME's signature shall provide verification that they have reviewed the request.
- 31.2.5 If the Civil Aviation Medical Examiner (CAME) determines that the Pilot is fit for duty, the Company shall not require any additional information from the CAME. However, if the CAME determines that the pilot is unfit for duty, the Company, acting through Human Resources, may obtain additional information from the CAME regarding the Pilot's health.
- 31.2.6 The cost of any examination required by the Company, including medical and functional tests, shall be paid by the Company (to include expenses in accordance with SECTION 23 when required to travel outside their Awarded Base to accomplish examinations or testing).
- 31.2.7 If the Company requests a medical examination by a Civil Aviation Medical Examiner (CAME) pursuant to 31.2.1 above and the Pilot who disagrees with the findings of the Company's chosen CAME, the Pilot may, at their option, have a review of their case in the following manner:
- a) They may employ a qualified CAME of their own choosing and at their own

expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the CAME in 31.2.1 above.

- b) A copy of the findings of the CAME chosen by the Pilot will be furnished to the Company's chosen CAME, and in the event that such findings verify the findings of the Company's chosen CAME in accordance with 31.2.1, above, no further medical review of the case will be afforded.
- c) In the event that the findings of the CAME chosen by the Pilot disagree with the findings of the CAME designated by the Company, the Company will, at the written request of the Pilot, ask that the two (2) CAMEs agree upon and appoint a third and independent Medical Examiner, preferably a specialist, provided the Pilot makes such request within seven (7) Calendar Days of being notified of the Pilot's CAME's determination. If a Pilot does not request a third independent medical examination within seven (7) Calendar Days of issuance of the findings of the CAME in SECTION 31.2.7(a), the findings of the CAME in Section 31.2.1 will stand.
- d) The case will be settled on the basis of the findings of the independent Medical Examiner.
- e) The expense of employing the independent medical examiner will be borne one-half (1/2) by the Pilot and one-half (1/2) by the Company. Copies of such Medical Examiner's report will be furnished to the Company and to the Pilot.
- f) When an Active Pilot is removed from flying status by the Company as a result of their failure to pass the Company's medical examination and appeals such action under the provisions of this Section, they will, if such action is proved to be unwarranted, be paid retroactively their MMG and any other benefits the Pilot would have been entitled to had they continued on flight status during such period, provided the Pilot obtains the conflicting CAME's report, under Section 31.2.7 c), within a reasonable time after issuance of the Company CAME's report.
- g) If the Pilot requests the third independent medical examination and the examination determines that the Pilot is not fit for duty, the Pilot will be returned to their prior inactive status.
- h) If through this process the results of the third independent medical examination determine the Pilot is fit for duty, the Pilot shall be expected to report for duty as provided for in SECTION 9.5 RETURN TO DUTY. Failure to report for duty may result in disciplinary action, up and to including the cessation of employment.

31.3 MEDICAL RECORDS

- 31.3.1 Any information obtained by, or as a result of, a medical examination shall be strictly confidential between the CAME or other health care provider and the Pilot and shall not be divulged to any other person without the Pilot's written permission. The parties agree that the Company is unable to provide accommodation if a Pilot refuses to provide necessary consents to obtain medical information.

Section 32: PILOT RECOVERY PROGRAM

- 32.1.1 The Company and the Association jointly recognize that a safe, healthy, and supportive workplace is important in maintaining a healthy and productive workforce. Accordingly, the parties recognize substance dependence is a medical condition for which treatment is available
- 32.1.2 The Company and the Association jointly recognize the importance of identifying and treating substance abuse at its earliest stage.

32.2 PILOT RECOVERY PROGRAM (PRP)

- 32.2.1 The Company agrees to participate in a PRP for the treatment, support and rehabilitation of Pilots suffering with alcohol/substance abuse.
- 32.2.2 The Company will work to identify and handle all performance problems promptly, and if a substance use issue is suspected, the Company will review and determine whether to refer a Pilot to the PRP on a case-by- case basis. This Company's determination shall not limit a Pilot's ability to participate on their own accord in the PRP.
- 32.2.3 A Pilot who discloses a substance use disorder prior to a breach of Company policy or prior to misconduct in the workplace, has the right to participate in the PRP process, including assessment without fear of any form of discipline, including termination because of such self disclosure and participation.

Section 33: MISSING & INTERNMENT

33.1 MISSING/INTERNMENT/HOSTAGE/HIJACKING/PRISONER OF WAR

- 33.1.1 Any Pilot who, while engaged in the Company's operations (to include any time spent on a layover away from a Pilot's Base) is reported missing shall be entitled to the continuance of one-hundred percent (100%) of all pay, benefits, Seniority and applicable travel benefits/privileges under this Agreement or any applicable Company policy as may be amended from time to time by the Company until the earlier of the time that: (i) they are determined to be fit for duty, (ii) their death is established in fact, or, (iii) their death is deemed by a competent court of appropriate jurisdiction; or, twenty-four (24) months following the date they went missing.
- 33.1.2 Any Pilot who, while engaged in the Company operations (to include any time spent on a layover away from a Pilot's Base), is interned, captured, hijacked, held as a hostage or as a prisoner of war or terrorism, shall be entitled to the continuance of one-hundred percent (100%) all pay, benefits, Seniority, and applicable travel privileges under this Agreement or any applicable Company policy as may be amended from time to time by the Company, until the earlier of the time that: (i) they are determined to be fit for duty, (ii) their death is established in fact, or, (iii) their death is deemed by a competent court of appropriate jurisdiction.
- 33.1.3 Any Pilot who is subject to the conditions in subsection 33.1.2 shall be entitled to all pay and benefits continuation applicable to an Active Pilot. Pay shall be the applicable monthly pay guarantee.
- 33.1.4 Any payments shall be credited to the Pilot and disbursed in accordance with their written directions in accordance with applicable law. The Company shall require such written directions from each Pilot using the form set out in Section 33.2, DESIGNATION OF BENEFICIARY FORM.
- 33.1.5 Should a Pilot not have completed the Designation of Beneficiary Letter in this Section, any pay due to the Pilot under this Section shall be held by the Company for any such Pilot in an interest-bearing account in the Pilot's name. In the event the Pilot's death is established in fact or deemed by a competent court of appropriate jurisdiction or at the end of the twenty-four (24) month period in Subsection 33.1.2 noted above if applicable, all monies shall be paid to the legal representative of their estate subject to all applicable law.
- 33.1.6 Any amounts paid by the Company that are credited to the account of a Pilot or paid to their beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or the estate of the Pilot even though it is established that such payments were made after the death of the Pilot, nor shall such amounts be a charge against the estate of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.
- 33.1.7 Pilots shall maintain and continue to accrue Seniority for all purposes, during any period applicable in accordance with 33.1.2 and 33.1.3 above. Their return shall

be governed as if they had been on a Leave of Absence in accordance with SECTION 28 - LEAVES OF ABSENCE.

- 33.1.8 The pay, benefits, Seniority, and applicable travel privileges provided for in this Section shall not apply to any Pilot whose willful misconduct or gross negligence caused them to be missing, interned, captured, hijacked, held as a hostage or as a prisoner of war or terrorism, and results in their unavailability for duty.
- 33.1.9 Should the Company decide not to provide the pay, benefits, Seniority and applicable travel privileges under this Section to a Pilot, the Company will provide the reason(s) for its decision to the Association. The Association may refer the matter to expedited arbitration.
- 33.1.10 Notwithstanding the above, the Company shall only pay the difference between the payment provided for in this Section and the amount of any pay provided for under legislation respecting persons who are reported missing, or interned, captured, held as a hostage or as a prisoner of war or terrorism.

33.2 DESIGNATION OF BENEFICIARY FORM

The Company must ask a newly hired Pilot to provide their instructions in accordance with the Designation of Beneficiary Form set forth in this Article. The Company must ask all Pilots currently in its employ to complete the Designation of Beneficiary Form below, which must be returned as soon as possible to the Company.

To: Flair Airlines, Ltd.

DATE:

You are hereby directed to pay all monthly pay allowable to me, while missing, interned, captured, held as a hostage or as prisoner of war or terrorism, under the terms of SECTION 33-MISSING AND INTERNMENT of the Collective Agreement or any subsequent specific agreement between Flair Airlines Ltd., and the Airline Pilots in the service of Flair Airlines Ltd., as represented by the Air Line Pilots Association as follows:

_____ % per month to _____
Name

Address

as long as living.

_____ % per month to _____
Name

Address

as long as living.

The balance, if any, and any amounts accruing after death of all persons in the above designation shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate subject to all applicable laws.

The foregoing direction may be modified from time to time by letter signed by the undersigned and any modification shall become effective upon receipt of such letter.

Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

I, on my behalf and on behalf of my estate, assigns, agents or successors hereby indemnify, save, and hold harmless the Company, its directors, officers, employees, agents, affiliates, assigns or successors, from any claims, demands, or losses howsoever arising made by any parties with respect to any such payments.

The above two paragraphs do not affect the ability of myself or the Association on my behalf to grieve whether payments have been made in accordance with this direction or SECTION 33 - MISSING AND INTERNMENT.

Pilot's Signature

Section 34: MISCELLANEOUS

34.1 DEFENSE AND COUNSEL

The Company shall hold harmless, indemnify and provide legal counsel for any Pilot in the employ of the Company if the Pilot is named as a defendant, or subpoenaed as a witness, by a claimant in legal proceedings arising out of any act or omission of such Pilot occurring during the performance of any required or requested duties in the service of the Company, provided the Pilot is acting within the course and scope of such duties. This provision shall not apply to acts or omissions that are the result of willful misconduct or gross negligence

34.2 LIABILITY INSURANCE

The Company shall maintain policies of insurance covering airline liability, to include war and terrorism risks and to the extent that such risks are normally insured in the airline industry. Such policies of insurance shall include a definition of "insured" that includes an employee. Each of the insured under the policies will be considered as a separate person or organization, with the intention being to protect each person or organization as if a separate policy had been issued to each Pilot.

34.3 AIRCRAFT OR EQUIPMENT DAMAGE

A Pilot shall not be required to pay damage costs of aircraft or other equipment damaged in the performance of the Pilot's duties. Additionally, no Pilot shall be required to pay for the use of any Company or third party vendor's equipment used in training required by the Company.

34.4 ESTATE PLANNING

Any payment owing by the Company under this Agreement to a Pilot who is deceased, may be made by the Company to the Pilot's estate in accordance with the applicable law.

34.5 WRITTEN NOTICE

Any notice of layoff, award of position, upgrade, demotion, change in Permanent Base, discipline, dismissal, to a Pilot shall be made in writing or through email. If the Company has reasons to believe that the Pilot did not receive the email, the Company will make a final attempt by sending notice through an alternate medium (e.g., certified mail).

34.6 PILOT FILES

- 34.6.1 A Pilot's personnel file is confidential and shall not be used outside the employment relationship, except as required by law. Pilot files shall be kept by Human Resources and shall be shared with other authorized Company representatives only as necessary.
- 34.6.2 All Pilot files kept by the Company on a Pilot shall, at the Pilot's request, be made available for examination in the presence of a member of management. If the Pilot chooses, an Association representative may also accompany and view such Pilot's file(s).
- 34.6.3 The Pilot shall be provided with a copy of any material of a negative or unfavourable nature contained within the Pilot's Personnel File when placed in such file. A Pilot may respond to any material(s) contained within the Personnel File. Such response shall be placed within the Personnel File containing the material to which the response refers.
- 34.6.4 Upon request material of a negative or unfavourable nature not related to technical competency shall be removed from a Pilot's personnel file(s) kept by the Company after two (2) years, provided that there is no reoccurrence of the same nature. Time off on layoff or leave of absence will not count towards the twenty-four (24) month period.
- 34.6.5 Any material of a negative or unfavorable nature older than two (2) years that is not related to technical competency shall be deemed inadmissible as evidence in any disciplinary proceeding provided there is no reoccurrence of the same nature.
- 34.6.6 For the purposes of the this section, technical competency refers to issues regarding safety, operation of the aircraft, checking or training events.
- 34.6.7 The Company will maintain and provide access to an electronic logbook of all flight and duty time for each Pilot. The Company Crew Scheduling software shall be deemed sufficient to meet the requirements of this section.

34.7 RECORDINGS OF CONVERSATIONS

In the event of a dispute, the Association may request that any recording(s) (if available) of conversations between Pilots and Crew Schedulers be kept until the dispute is resolved. Any such request shall not be unreasonably denied.

34.8 RESTRICTED AREA IDENTIFICATION CARD (RAIC)

- 34.8.1 Where a Pilot's security clearance or RAIC is suspended, revoked, or denied renewal, the Association and the Company may reasonably assist the Pilot in attempting to obtain the re-issue of the security clearance or RAIC, depending on the circumstances leading to the suspension, revocation or denied renewal.

- 34.8.2 It is the responsibility of each Pilot to apply for a RAIC card at least six (6) months prior to its expiry. To assist in this process, the Company shall make the requisite forms and authorizations available to each Pilot.

34.9 PILOT PROFESSIONAL FLYING

- 34.9.1 Section 34.1, Defense and Counsel, above shall apply to any Pilot with respect to an allegation of a breach of a government's security regulations with respect to any aircraft security checks.
- 34.9.2 Active Status Pilots or Pilots on Leave of Absence (LOA) shall devote their entire professional flying service to the Company unless Company approval is granted. Requests will be considered on a case by case basis and will be reviewed by the Chief Pilot or designate based on the nature of the request and operational and business requirements. This approval shall not be unreasonably withheld.
- 34.9.3 Any Company approved Commercial flight time and hours of work under section 34.9.2 of this Section, shall be reported by the Pilot to the Company on a monthly basis.
- 34.9.4 A Pilot's private flying shall not require prior authorization from the Company.

Section 35: DISCIPLINE AND DISCHARGE

35.1 JUST CAUSE

35.1.1 A Pilot who has completed their probationary period shall not be disciplined or discharged without just cause.

35.1.2 If at any time a Pilot is exonerated from disciplinary and/or discharge action imposed by the Company, the Pilot's personnel and training files shall be immediately cleared of the allegations and all references thereto removed and the Pilot shall be reinstated without loss of, and with continuing accrual of seniority, pay, vacation, and pension benefits. Any allegations or references to the above disciplinary and/or discharge action that may be contained in any other Company files shall not be admissible in any meetings, hearings, or investigations.

35.2 DISCIPLINARY DOCUMENTS

Upon request of the Pilot or the Association, provided there is no re-occurrence, a review of any discipline will be conducted by the Company after twelve (12) months have elapsed. If there has been no reoccurrence, written warnings shall be removed from the Pilot's personnel file after twelve (12) months. All other disciplinary documents will be removed from the Pilot's personnel file and considered inadmissible as evidence in any disciplinary proceedings after twenty-four (24) months. Upon the Pilot's request, the Company shall permit the Pilot to review their personnel file in a manner mutually agreed to by the Parties.

35.3 FILING OF A GRIEVANCE

A Pilot who has been disciplined or dismissed may file a Grievance in accordance with SECTION 37 - GRIEVANCES.

Section 36: INVESTIGATIONS

36.1 GENERAL

36.1.1 Where disciplinary or dismissal action is contemplated, no disciplinary action will be imposed until the Company first investigates in a timely manner. However, where the basis for the investigation is related to the safety of the aircraft or another employee, the Pilot involved may, where necessary, be held out of service pending investigation, with no loss of pay, benefits or Seniority, to provide the Company with sufficient time to investigate.

36.1.2 The Pilot(s) shall cooperate fully in the investigation.

36.2 HELD OUT OF SERVICE PENDING INVESTIGATION

36.2.1 Where it is necessary for the Pilot to be held out of service during the investigation pursuant to subsection 36.1.1, the Company will advise the Pilot and the Association of the reason for the Company's decision to hold the Pilot out of service.

36.2.2 During the period a Pilot is held out of service, they shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.

36.2.3 A Pilot who is held out of service pending investigation shall be entitled to bid for Vacancies, monthly schedules, and Vacations so that if and when they are returned to duty, they shall resume their duties to which they are entitled.

36.3 NOTIFICATION OF ALLEGATIONS

Except where doing so may reasonably compromise the investigation, prior to any investigative meeting which may result in discipline or dismissal, the Company shall provide the Pilot and the Association with initial information regarding the issue, accident, or incident (e.g., pairing, location, dates) prior to the Investigation Meeting.

36.4 INVESTIGATIVE MEETINGS

36.4.1 Absent exceptional circumstances, the meeting will be held at least twenty- four (24) hours from and not more than seven (7) days from the date of the notice. Investigative meetings that may result in discipline or dismissal shall be held in person unless the Company and Association agree otherwise. If the meeting is not disciplinary in nature, the meeting may be conducted remotely or in person as determined by the Company and the Association.

- 36.4.2 The Pilot who is the subject of an investigation which may result in discipline or dismissal may request the presence of an Association representative. During any investigation which may result in discipline or dismissal, the Company recognizes the right of the Association to represent the Pilot who is the subject of the investigation should the Pilot elect representation by the Association. Should the pilot elect representation from the Association, the Association shall make every reasonable effort to have an Association representative available for an investigative meeting. Should an Association representative not be reasonably available for the investigative meeting scheduled by the Company, the Company will consider in good faith any reasonable request by the Association for an extension. The Company may proceed with the investigation meeting where the Association's request may compromise the Company's ability to conduct the investigation in a timely manner.
- 36.4.3 If the investigative meeting is held during a Pilot's Duty Period, no additional pay or benefits shall be paid for such attendance. If the investigative meeting is scheduled following a Duty Period, the Pilot will be paid one (1) credit hour at the Pilot's straight time rate.
- 36.4.4 If the investigative meeting is held on a Pilot's Day Off, they shall receive four (4.0) Credits.

36.5 FINDINGS

- 36.5.1 Once the investigation is complete, the Company will provide the Pilot with written notification of the outcome.
- 36.5.2 Where disciplinary action or dismissal is taken, the Pilot will be so notified in writing, stating a summary of the investigation and the reasons for the action to be taken.
- 36.5.3 Where the Pilot has elected to have representation from the Association throughout the investigation, the Association will be copied on the findings as indicated in this section.

Section 37: GRIEVANCES

37.1 INITIATION

- 37.1.1 "Grievance" in this Section and throughout this Agreement means a dispute with regard to the interpretation, application, administration, or alleged violation of this Agreement.
- 37.1.2 Either the Company or the Association may file a Grievance pursuant to this section.
- 37.1.3 Prior to filing a Grievance, a Pilot or Association representative having a complaint shall first discuss such complaint with the Chief Pilot or designate, who shall make every effort to promptly resolve the complaint. Unless either party asserts that a remote meeting would prejudice them or deter the prompt resolution of the complaint, remote meetings shall be the default method of conducting meetings within the scope of this paragraph (e.g., meetings held before the filing of a Grievance).
- 37.1.4 The Company shall not be required to consider any Grievance which has not been filed within fourteen (14) Calendar Days after the Pilot(s) became aware or ought reasonably to have become aware of the circumstances giving rise to the dispute. Notwithstanding, all times limits set forth in this Article may be extended by mutual agreement in writing.
- 37.1.5 A Pilot who has a Grievance ("Individual Grievance") or a group of Pilots having a Grievance dealing with the same issue ("Group Grievance"), shall deal with the Grievance in accordance with SECTION 37.2 through SECTION 37.4 below.
- 37.1.6 A Grievance arising directly between the Company and the Association (which could not be grieved by an individual employee) shall be initiated by either the Company ("Company Grievance") or the Association ("Policy Grievance") at STEP TWO below.
- 37.1.7 A Grievance concerning the dismissal of a Pilot may be initiated at STEP TWO.
- 37.1.8 Grievances submitted by a Pilot, group of Pilots or the Association shall be submitted in writing via email to both the Chief Pilot or designate and the Human Resources designate. Grievances submitted by the Company to the Association shall be submitted in writing via email to the MEC Chairman or designate. In both instances written Grievances shall include the following:
- a) The name(s) of the grievor(s);
 - b) The nature of the Grievance;
 - c) A summary of the facts and circumstances giving rise to the Grievance;
 - d) The section(s) in this Agreement that are alleged to have been violated;
 - e) The remedy sought; and
 - f) The date it is submitted
- 37.1.9 Inadvertent errors or failures of transmission during the email communications process which results in either the Chief Pilot or designate, or the Human

Resources designate, or results in the MEC Chairman or their designate not receiving the Grievance in the manner contemplated in 26-1.08 above shall not render the Grievance to be invalid.

- 37.1.10 The Company, the Association, a Pilot, or a group of Pilots, may submit a Grievance on any matter concerning this Agreement without discrimination, reprisal, or the threat thereof, for doing so.

37.2 GRIEVANCE PROCEDURE

If a Grievance is not submitted to the next step by the Association within the prescribed time-limits, the Grievance will be deemed abandoned and shall not be referred to Arbitration. If the Company does not hold a Grievance hearing or issue a written reply to a Grievance within the prescribed time-limits, the Grievance will proceed to the next step of the Grievance procedure. The time-limits may be waived, combined, or extended only by mutual written agreement of the Company and the Association.

37.2.1 STEP ONE:

A Pilot who has a Grievance, or group of Pilots having a Grievance dealing with the same issue, shall submit it in writing to his/their Chief Pilot or designate. The Chief Pilot or designate shall hold a hearing upon the Grievance at a mutually convenient time within fourteen (14) Calendar Days of the submission of the Grievance and issue a decision in writing no later than fourteen (14) Calendar Days following the Grievance hearing. Unless either party asserts that a remote meeting would prejudice them or deter the prompt resolution of the complaint, remote meetings shall be the default method of conducting Step One grievance hearings.

Nothing contained in this Article shall prevent the Parties from agreeing to batch pending grievances for presentation during a Step One meeting (i.e., conducting multiple Step One Grievance hearings during one meeting provided that all timelines run from that scheduled meeting).

37.2.2 STEP TWO:

If the decision of the Chief Pilot and/or designated Human Resources representative is not acceptable to the grievor(s) or is not rendered within fourteen (14) Calendar Days of the hearing, then the Grievance may be submitted in writing to the Vice President, Flight Operations, or designate, and the designated Human Resources representative, within fourteen (14) Calendar Days of the receipt of the decision, or the date the decision should have been received. The Vice President, Flight Operations, or designate, and designated People Relations representative, shall hold a hearing upon the Grievance at a mutually convenient time within fourteen (14) Calendar Days of the receipt of the Grievance, and shall render his decision in writing no later than ten (10) Calendar Days following the Grievance hearing. Step Two Grievance hearings may be held remotely upon mutual agreement of the Parties.

In the case of a Grievance filed by the Company, the Grievance shall be submitted to the MEC Chair or designate.

37.2.3 STEP THREE:

If any Grievance is not settled in accordance with the Grievance procedures, then such Grievance may be referred by the Association or the Company to Arbitration, in accordance with SECTION 38 - ARBITRATION.

The notice of intention to proceed to arbitration:

- a) by the Association, shall be made in writing to the Vice President, Flight Operations, or designate, and the Vice President-Human Resources, within thirty (30) Calendar Days of the decision at 26-2.02 (STEP TWO), or within thirty (30) Calendar Days of the receipt of the decision, or the date the decision should have been received.
- b) by the Company, shall be made in writing to the MEC Chair, or designate, within thirty (30) Calendar Days of the decision at 26-2.02 (STEP TWO), or within thirty (30) Calendar Days of the receipt of the decision, or the date the decision should have been received.

Such notice shall state the matter in dispute, the section(s) alleged to have been violated, and the nature of the relief or remedy sought.

37.3 GRIEVOR'S RIGHTS/ASSOCIATION REPRESENTATION

37.3.1 At any Grievance hearing, the grievor(s) shall have the right to be represented by the Association.

37.3.2 A Pilot acting as a grievor shall be credited with one (1) credit hour per meeting at straight time regardless of when the meeting is scheduled

37.4 GRIEVANCE MEETINGS

37.4.1 A Pilot requested by the Company to attend a Grievance meeting for the purpose of settlement discussions or when the Parties are engaged in fruitful settlement discussions and the Griever's presence at the meeting is required for the full and prompt settlement of the grievance, on a GDO the grievor will be credited up to four (4.0) hours at their regular pay based on the length of the meeting. If the Pilot is called into a meeting under this paragraph on a work day, the Pilot shall be pay protected and credited for the scheduled Duty Period.

37.4.2 If the Parties agree on a remote Grievance hearing, the remote hearing shall be held via an electronic platform (e.g., Zoom, WebEx, Teams, etc.). Where the parties do not agree on a remote Grievance hearing, meetings shall be held in person at a location determined by the Company unless otherwise agreed to by the Company and the Association.

Section 38: ARBITRATION

38.1 ARBITRATION PROCESS

- 38.1.1 Pursuant to SECTION 37.2.03 (STEP THREE)- GRIEVANCES of the Collective Agreement, when a notice of intent to proceed to arbitration is issued, the parties shall jointly select an arbitrator within fourteen (14) days. In the event that the Association and the Company are not able to come to an agreement on selection of an arbitrator, the process will proceed in accordance with the law as specified in the *Canada Labour Code*.
- 38.1.2 Prior to submitting a Grievance for arbitration, the parties will discuss the possibility of mediation in the interest of resolving the dispute.
- 38.1.3 Notwithstanding the above, any Grievance pursuant to SECTION 33 MISSING AND INTERNMENT may be referred by the Association directly to expedited arbitration by the following procedure: within seven (7) Calendar Days of the Association's referral of the Grievance to arbitration, the parties agree to select an arbitrator who is available to hear the Grievance as soon as practicable. The remainder of the provisions of this SECTION 38.2 to 38.5 apply.

38.2 ARBITRATOR'S JURISDICTION

- 38.2.1 The arbitrator shall be vested with the powers conferred under the *Canada Labour Code*.
- 38.2.2 The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Collective Agreement, except in accordance with the law as specified in the *Canada Labour Code*.

38.3 ARBITRATION EXPENSES

The expenses incurred by the arbitrator and arbitration facilities shall be borne equally by each party.

38.4 ASSOCIATION WITNESS(ES) AND REPRESENTATIVE(S)

- 38.4.1 A Pilot requested by the Company to attend arbitration proceedings on a scheduled work day or Day Off shall receive four (4.0) credits at straight time per Arbitration day.
- 38.4.2 At any hearing held throughout the Arbitration procedures it is understood that no restrictions on designated representatives shall exist and that legal counsel may be present at hearings.

38.5 ARBITRATOR'S DECISION

The decision of the arbitrator shall be binding on all parties.

Section 39: Duration of Agreement

- 39.1.1 This Agreement shall be in effect from January 1, 2023 and shall continue in full force and effect until its expiry date of December 31, 2025. This Collective Agreement shall remain binding from year to year thereafter, unless notification in writing to reopen this Collective Agreement is served by either of the Parties hereto, such notification to be served not more than one hundred and twenty (120) calendar days and not less than sixty (60) calendar days prior to the expiration date.
- 39.1.2 In the event that notice is given, this Collective Agreement shall remain in full force and effect while negotiations are being carried on for the establishment of a new Collective Agreement. The parties agree that there shall be no strike or lockout during the term of this Collective Agreement.

Memorandum of Agreement

Between:

FLAIR AIRLINES LTD.
(Hereinafter referred to as the “Company”)

And

ALPA (Air Line Pilots Association)
(Hereinafter referred to as the “Association”)

The Company and the Association have agreed to the attached terms and conditions that form the first (1st) Collective Agreement between the Parties.

The Parties will unanimously recommend acceptance of the Tentative Collective Agreement to their respective constituents (Flair Airlines Ltd. – Board of Directors, ALPA-250 Membership).

Signed this 27th day of November 2022 in Seattle, Washington, USA

For the Company:

Matt Kunz, VP Flight Ops and Business Transformation

Brian Stokes, Chief Pilot

Richard Williams, VP Human Resources
Committee

For the Association:

Chris Toornstra, MEC Chair

Jim Ritchie, MEC Negotiating Chair

Warren Delf, MEC Negotiating