

Sky Regional Airlines

Pilot

Terms of Employment (TOE)

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PREAMBLE

The purpose of this document is to promote the efficiency and performance of Sky Regional Airlines and to maintain harmonious relations with the Pilots by providing transparency in the terms and conditions of employment. It provides a frame of reference and promotes a means to resolve, in a friendly manner, any issues that may arise with respect to working conditions. Sky Regional Airlines and pilots seeking employment agree to the following:

DEFINITIONS

As used in this document, the following terms shall have the following meanings unless otherwise specified.

Base Pay Hourly Rate

A rate calculated by dividing annual base pay by 1020 hours (85hrs/mo x 12).

Block

A predetermined monthly schedule for each Pilot.

Data Recorders

Cockpit Voice Recorders (CVR's) and/or Flight Data Recorders (FDR's).

Day

A twenty-four (24) hour period commencing at 0201L and terminating at 0200L.

Deadhead/Position

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

Draft

The involuntary assignment of a Pilot to duty on a Scheduled Day Off.

Flight Time

The elapsed time between actual ramp departure and actual ramp arrival of the aircraft.

Home Base

A geographical location designated by the Company as a Pilot's home base. All Pilots shall have a designated home base.

Month

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

Non-Flying Position

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

Open Flying

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

Pairing

A group of flight sectors and/or positioning that begins and terminates at Home Base.

Position

A position consists of two elements: Title (Captain, First Officer) and Base. An example of a "Position" would be "Captain, Montreal".

Scheduled Day Off (SDO)

An unbroken period of twenty-four (24) hours off duty commencing at 0201L at the employee's Home Base. Each pilot shall receive ten (10) SDO's per month.

Supervisory Position

Chief Pilot, Manager Standards and Training or any position above the position of Chief Pilot in Flight Operations.

PAY LEVELS and CREDITS

Aircraft Types

Sky Regional Airlines pay scales are independent of aircraft type.

Each flight crew position has a fixed pay scale. Pay shall be comprised of Base Pay and Flight Credit Pay.

Pay Rates

Yearly Base Pay

CAPTAIN: \$52,000

FIRST OFFICER: \$31,200

Flight Credit Pay

In addition to monthly base salaries, Pilots shall be paid flight credits at the following rates:

CAPTAIN: \$23/hr.

FIRST OFFICER: \$14/hr.

Pay Progression

Statistics Canada publishes a Consumer Price Index (CPI). The annual change in effect at the beginning of each calendar year shall be used as the basis for Pay Increments.

A Pilot's pay shall increase on the anniversary date in accordance with the annual CPI increase in effect on January 1 of that year.

Minimum Guarantee

In addition to annual base salary, a Pilot who is available for the whole year shall be paid for a minimum of 680 Flight Credits per year. Any shortfall shall be made up by the Company at yearend. A Pilot who leaves the Company during the course of the year shall not be entitled to any shortfall.

Table of Flight Credit Hours

	Flight Credits
Flight Day	Actual Flight Time
Reserve	0
Standby Duty	1 for every 6 hours of Standby Duty
Trainer (Classroom)	4 hours
Trainer (Sim)	6 hours
Trainee (Classroom)	3 hours
Trainee (Sim)	4 hours
Statutory Holiday	4 hours
Vacation Day	4 hours
DH/ Positioning	½ scheduled time
Administration	4 hours

Administrative Duties

A Pilot assigned to administrative duties shall receive 4 flight credits per day.

Positioning/Deadheading

Pilots shall receive flight credits for positioning/deadheading at ½ the scheduled flight or ground transportation time of the positioning/deadheading assignment. Ground Transportation Credits are applicable to transfers between operating locations; for example, YTZ to YQG.

Minimum Credit

Pilots working a pairing shall receive a minimum of four flight credits.

Sked or Better

For scheduled flights, pilots will receive flight credits for scheduled flight time or actual flight time, whichever is greater.

Standby Duty

- 1) Pilots on Standby Duty shall be on call at all times during the scheduled Standby Duty period. A Pilot on Standby Duty shall receive one flight credit for each six hours of Standby Duty or part thereof.
- 2) A Pilot who works on a Standby Duty day will receive the greater of the flight credit for Standby Duty or flight credit for the assignment, but not both.

Overlap Flights

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

Training

- 1) Pilots will receive three flight credits for each day during classroom instruction or CPT/ FTD, and four flight credits for simulator training.
- 2) Pilots who are designated as training pilots shall receive the following additional amounts:

Ground Training	\$ 75.00/day
Line Indoctrination/ Check	\$ 75.00/day
Simulator Training/ Check	\$125.00/day

Statutory Holidays/ Vacation

Statutory Holidays will be built into the blocks and will be included with the vacation bid. For each Statutory Holiday day taken or Vacation Day, a Pilot shall receive four flight credits.

Overtime

The overtime rates of pay for each flight crew position will be calculated by using the following formula:

Base Pay Hourly Rate plus flight credit pay at time and a half (1½).

- 1) Flight Credits in excess of 90 in a month shall be paid at the overtime rate.
- 2) Pilots required to work on an SDO, shall be paid at the overtime rate; however, such hours shall not be added to the Flight Credits for the month (i.e., no double dipping for overtime).
- 3) Pilots accepting work on a Vacation Day or scheduled Stat Holiday shall be paid as per (2) instead of the four hour flight credit.

PAY ADMINISTRATION

Pay Commencement

1. An Initial Hire pilot shall receive Base Pay upon the commencement of the first day of classroom training. Flight Credit Pay shall commence on the first day of operational flying.
2. A Pilot upgrading to Captain will be paid at the Captain's rate as of the date of successful completion of the Final Line Check.

Pay Days

Pay periods shall be bi-weekly. All credits will be paid as per the Credit Pay Schedule as posted on Skynet under the "All Employees Tab" General Documents, and listed under the Financial Policies Category.

Deductions

A list of deductions will be provided with each pay.

SENIORITY

General

Our seniority system has been developed to provide for an orderly method of progression for the Pilots within Sky Regional Airlines. The seniority list will contain the "date of hire" and "date of upgrade" to Captain.

A Credit System is used to recognize the varying levels of experience that different pilots bring to the Company when considering those eligible for upgrade, while at the same time protecting those who have longevity in terms of service. This is especially important for a new and growing Company.

It is important to emphasize that many facets are governed by date of hire, such as vacation accrual and assignment, requests for days off, and furloughs.

Same Date of Hire

"Date of hire" means the date that a Pilot is hired into Flight Operations as a flight crew member.

Pilots hired on the same date shall have relative seniority determined as follows:

1. If there is a mix of Captains and First Officers, Captains will be senior to First Officers.
2. Within each group hired at the same status, seniority shall be determined by credits based on previous experience.
3. Finally, for pilots with the same number of credits, seniority will be determined by total flight experience.

For startup, all pilots hired prior to the commencement of regular scheduled line operations shall be assigned the same "Date of Hire". The date of hire for seniority purposes for these pilots will be **January, 1st 2011**.

Application of Credits

A system of credits is used to recognize the differing skill levels of the pilots. Conceptually, the system reflects that a pilot hired as a First Officer with absolutely minimal time normally requires about three years of line experience before being ready for upgrade.

Seniority Credits are used to determine eligibility for upgrade. This is intended to prevent feelings of frustration amongst the pilot group by recognizing the talent and skill levels that experienced pilots bring to the operation, while still providing a reliable "career map" for the less experienced pilots so that they understand how their careers are likely to progress.

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The following table specifies the various experience levels and credits:

Experience at Joining	Credits
Captain Transport Category Turbojet	36
First Officer Transport Category Turbojet	24
Captain Transport Category Turboprop	
Captain corporate Jet	
First Officer Transport Category Turboprop	18
Captain Commuter Turboprop	
First Officer Commuter Turboprop	12
All other pilots	0

Application of Credits

Each Pilot shall receive one credit for each complete month of service in a full time position as a Pilot with Sky Regional Airlines. Additionally, pilots who join the company with Q400 experience will receive 1 credit for each month they have flown the aircraft, not to exceed 12. Total credits will not exceed 36. The Credit System will be used to determine Seniority within the hiring group and eligibility for upgrade. Downgrades from Captain to First Officer shall be done in the reverse order of the “date of upgrade”

Application Example

In order to illustrate the system let's assume the following hiring has taken place:

- 1) Pilot Allan Props is hired on November 15, 2010. He has previous experience as an ATR42 Captain, and is hired as a Captain.
- 2) Pilot I.M. Keen is hired on November 15, 2010. He has minimal flight time and is hired as a First Officer
- 3) Pilot Ace McCool is hired on December 15, 2010. He has previous Experience as a B737 Captain
- 4) Pilot Vera Long is hired on December 15, 2010. She has experience as a F/O on the A330
- 5) Pilot Harry Last is hired on November 16, 2013. He has previous experience as a B747 Capt

The following would apply:

	Date of Hire	Credits
Allan Props	November 15, 2010	24
I.M. Keen	November 15, 2010	0
Ace McCool	December 15, 2010	36
Vera Long	December 15, 2010	24
Harry Last	November 16, 2013	36

Captain Props has a number on the Captain's seniority list. The next Captain vacancy would go to McCool while Long would be offered an F/O position, but would be eligible for upgrade prior to pilot Last, despite his extensive experience. Pilot Keen would be entitled to the first upgrade slot available after November 15, 2013 but may be considered for upgrade before that date if there is no other pilot with more Credits.

Points of Clarity

- 1) A pilot assigned as a Captain will have a "Date of Upgrade" on the seniority list.
- 2) In the event of a reduction in force, downgrades will be in reverse order of "Date of Upgrade"; however, furloughs will be in reverse order of Seniority.
- 3) Upgrades back to Captain will be in order of the original "Date of Upgrade"
- 4) Recalls from furlough will be done by seniority.
- 5) While seniority based on date of hire is generally used throughout the industry as the only criteria, the above method allows the Company to grow with qualified Pilots-in-Command while recognizing the skills those pilots bring with them. At the same time, we are acknowledging those pilots with longer time in service with the Company.

Losing Seniority

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

- 1) Voluntary resignation.
- 2) Dismissal for cause.
- 3) Failure to confirm return to work within seven days following receipt of a letter requiring a return to work.
- 4) Absence from work for three (3) consecutive days or more, without authorization and/or valid reason, and the company holds the authority to request written proof to substantiate the absence.
- 5) Lay-off exceeding three years.
- 6) Refusal to accept the requested option while on lay-off status if the Pilot's length of active service is less than three (3) years.

Posting of Seniority List

- 1) All Pilots employed by the Company, including those who are transferred to Supervisory Positions, shall appear on the seniority list. The seniority list shall be revised as required and posted on Skynet.
- 2) Any Pilot may challenge in writing, within thirty (30) days following the notification of an update to the seniority list of any error or omission regarding his/her seniority. A failure to do so shall result in the seniority date of each Pilot being considered definite. Errors or omissions on preceding lists may not be questioned.

Any error or omission which has not been challenged upon publication of the first seniority list cannot be challenged upon subsequent postings of the list, unless it concerns typing errors, transcription or writing errors that can be corrected at any time.

Contract Pilots

Contract pilots may be employed by the company as required to accommodate operational needs, such as:

1. Use of qualified individuals from outside the Organization to conduct Training and Check Rides
2. Employing pilots above or approaching the age of 65 for operations inside Canada, while recognizing that:
 - a. Some pilots may not wish to work as full time employees
 - b. The number of such pilots will be constrained by schedule changes with regard to trans-border operations
3. Other Operational requirements.

ALLOWANCES AND EXPENSES

Meals

A Duty Time per diem of \$1.40 will be paid from one (1) hour before departure through to fifteen (15) minutes after gate arrival. Pilots who are away from home base on Company business shall be allowed meal allowances calculated from fifteen (15) minutes after gate arrival until the reporting time for flight duty at the layover destination, within Canada and USA, at the rate of \$3.00 Canadian per hour.

Pilots who are away from home base on training in excess of one (1) week and where a suite for accommodation is provided, a daily per diem rate of \$30 shall apply.

Providing own Accommodation

- 1) When the Company is required to provide a Pilot with hotel accommodations for legal crew rest between duty assignments away from his Home Base, and he is able to provide his own accommodation, the Company will reimburse the Pilot with \$40.00 (forty dollars);
- 2) This reimbursement will only occur if: (a) the Pilot has notified Crew Scheduling of his intent to provide his own accommodation prior to the hotel is booked; or, (b) in the case that the room has already been booked by Crew Scheduling, the Pilot provides written proof to Crew Scheduling that the room was cancelled by the Pilot and no cost is incurred to the Company;
- 3) The Pilot shall be responsible to provide Crew Scheduling with all applicable contact information at the alternate accommodation;
- 4) The Pilot shall be responsible to cover the costs for all transportation and associated expenses to and from their work assignment;
- 5) Pilots shall submit an expense report in order to receive the reimbursement.

Transportation

Mileage Allowance

The rate for Pilots approved to use their own vehicles on Company business shall be the rate which is outlined in the Sky Regional "Business Travel Expense Policy" posted on Skynet under the "All Employees" tab "General Documents".

Ground Transportation

Ground Transportation from layover accommodation to airport or from airport to layover accommodation will be arranged and provided by the Company.

Improvement Fees

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

Medical, Licence and Passport Costs

Medical

Pilots under the age of forty will receive \$20.00 per month and those forty and over will receive \$35.00 per month toward covering the cost of Transport Canada Medical, ECG and Licence Validation Certificate fees.

Instrument Renewals and Proficiency Checks

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

Passports

It is the Pilot's responsibility to ensure that they have all required travel documentation to complete normal operations.

TRAVELING AND MOVING EXPENSES

Pilots who are requested to move by the Company from one Home Base to another shall be paid reasonable moving expenses

Pilot Requested Move

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

SICK LEAVE

Definition

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

Entitlement

Sick day entitlement is in accordance with the Sky Regional's Sick Day Policy posted on Skynet under the "Human Resources Tab".

Where a pilot commences service during the year, his/her entitlement shall be prorated on the basis of one -half (1/2) day per remaining months.

Draw Down

Where a Pilot is sick or injured during a month other than an approved work related injury or illness claim, one (1) day shall be deducted from his sick bank for each twenty-four (24) hour period or part thereof for which he was scheduled to work until such time as the sick credits are exhausted and/or disability benefits commence.

Sick Leave Pay

For each day a Pilot's sick day allotment is used, the Pilot shall receive their base pay plus the following flight credits:

- 1) Training/flight day - Flight Credits missed
- 2) Standby - 2 Flight Credits
- 3) Reserve - 0 credits

Insufficient Sick Days

Where a Pilot is sick or injured and has insufficient sick days remaining to cover their absence, they shall not receive any flight credits for the day and their monthly base pay shall be reduced by one twentieth (1/20) for each day or part thereof that they were scheduled or would have been scheduled for duty.

Doctors Certificate

A doctor's certificate will be required for any period of illness or injury exceeding three consecutive scheduled days of work or less at the discretion of management.

Notification

Pilots shall advise the Company of their illness with as much notice as possible.

Sick Bank Record

A record of sick days given and used shall be maintained by crew scheduling and forwarded to Flight Operations Admin.

ACCIDENTS AND INCIDENTS

Accident or Incident Investigation

Where a Pilot is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service pending the outcome of any investigation into the accident or incident.

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

Where the investigation is undertaken by the Company, a report shall be issued as soon as possible.

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

Defence and Counsel

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

Data Recorders

Data Recorders shall be used to investigate accidents or incidents and to facilitate aircraft maintenance, flight safety and efficiency. The Company shall use its best efforts to ensure the security of all data or other information obtained from the Data Recorders against unauthorized removal and/or playback.

UNIFORMS

Standards

Uniforms will be worn and maintained according to standards prescribed by Sky Regional Airlines. Management reserves the right to require Pilots to be properly dressed. A Pilot may be required to change any item of his uniform even if the useful life of the item has not been completed.

Uniform

The Company shall provide the following uniform items.

ITEM	Number	Useful Life In Years
Blazer	1	3
Pants	2	1
Shirts	4	1
Epaulettes (pair)	1	2
Tie	2	2
Overcoat	1	4

Terminations

A Pilot whose employment has ended for any reason shall return all corporate identification.

In the event that a Pilot leaves the employment of the Company within the first six (6) months of his employment, he shall reimburse the Company, who may deduct such amount from his final pay, for his portion of the uniform expense on a pro-rated basis. The Pilot shall retain such uniform.

Cleaning Allowance

For each month in which a Pilot is on the payroll in excess of nine (9) days, they shall receive twenty-five (\$25.00) dollars per month cleaning allowance.

Cell phone and Personal Computer

Pilots are expected to use their personal cell phone to contact flight dispatch or crew scheduling as required. They must also have access to a personal computer to receive any Company communications.

STATUTORY HOLIDAYS

Entitlement

Pilots are entitled to Statutory Holidays; however, any Pilot receiving benefits from a government program or salary insurance plan (disability) may not be entitled to paid Statutory Holidays. The nine (9) Statutory Holidays shall be added to vacation, and shall be requested as an additional part of the vacation allotment. Entitlement to the Statutory Holidays is in accordance with the Sky Regional Vacation Policy.

Statutory Holidays

New Year's Day

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

VACATION ENTITLEMENT

Vacation Year

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

Vacation Entitlement

Vacation entitlement is in accordance with Sky Regional's Vacation policy.

Vacation Carry Over

Vacation Carry Over is in accordance with the Sky Regional Vacation policy

Vacation Request Procedures

- 1) Management retains the right to determine vacation availability and the number of Pilots that may take vacation at any given time, as per operational requirements. This information shall be distributed to Pilots before September 1st. Every week of the year shall be available for at least one (1) Pilot to be on vacation, except the period from December 20th through January 2nd is not available.
 - a) All vacation requests for the subsequent calendar year must be submitted to Crew Planning by September 15. A Pilot must request all the vacation allotment. Vacation periods will be assigned by October 31 in order of seniority in accordance with the Pilot's equipment status and base.
 - b) A Pilot, who fails to submit a vacation request by September 15, shall have vacation assigned by Crew Planning.
 - c) Pilots carrying over vacation from one year to the next shall request the carried over portion.
- 2) No more than two weeks per pilot will be assigned between June 1 to September 30.
- 3) Pilots, who change base and/or Position, cannot disrupt awarded vacations.
- 4) Exceptions to the above may be permitted by the Company as operational requirements permit.

Cancellation

The Chief Pilot may consult with a pilot to alter an assigned vacation period.

PROBATIONARY PERIOD

New Employee

Every Pilot shall be subjected to an initial Probationary Period of six (6) months, commencing as of the date of his first unsupervised revenue flight for the Company. The Company reserves the right to dismiss the Pilot during his initial Probationary Period for any reason. The Company shall inform the Pilot, in writing, of his/her dismissal. The Pilot concerned shall have no recourse to contest dismissal during his initial Probationary Period.

Benefit Eligibility

All full-time active status pilots will be eligible to Company benefits after a 90 day waiting period. The start of the 90 day eligibility waiting period will begin on the day of a pilot's first line flight. Leisure Travel Passes are effective six (6) months after the initial hire date.

Extension

- 1) Under special circumstances, the Company may extend the Probationary Period by three (3) months. The Company shall provide in writing, the reasons for such extension to the Pilot.
- 2) The Probationary Period shall be extended by the length of any period of absence in excess of fourteen (14) consecutive days.

Position Change

- 1) There shall be a probationary period of three (3) months whenever a First Officer changes to a Captain's position (hereinafter the "Changed Position"), during which time the Director Flight Operation may, if he is unsatisfied with such Pilot's performance, return such Pilot back to his previous position.
- 2) A Pilot, who has previously been transferred back to his original position pursuant to the above and who again attempts to fill a similar Changed Position and whose performance again is deemed unsatisfactory within the three (3) month probationary period by the Director Flight Operations, may be dismissed at the discretion of the Company. Such dismissal shall be deemed just and reasonable.

GENERAL

Personal File

The Company shall maintain a personal file for each Pilot with a section containing all documents related to his employment performance. Upon reasonable request, the Pilot may review this section of his personal file with management present.

Residence

All Pilots must reside within a 120 km travelling distance by car to their home base check-in facility, a distance which can normally be travelled in one hour and minutes (1:30).

HUMAN RIGHTS CLAUSE

Discrimination

The Company will not discriminate in any manner against a Pilot because of race, national or ethnic origin, colour, religion, age (except as it applies to normal retirement age), gender, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted.

Harassment / Workplace Violence

This is in accordance with Sky Regional's Workplace Violence and Harassment Policy posted on Skynet.

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IN WITNESS WHERE OF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE ____ DAY
OF _____, 2012 AT _____

For:

SKY REGIONAL AIRLINES INC.

SKY REGIONAL PILOT

Signature:	Signature:
Name:	Name:
Witnessed By: Signature: Name:	

The information in this document was correct at the time of approval and signature and is subject to change without notice. It is each employee's responsibility to ensure he or she is following the most current version. Abuse of these Terms of Employment may lead to disciplinary action up to and including discharge.