

**COLLECTIVE AGREEMENT**

**# 6**

**BETWEEN**



**AND**



**CUPE**

First Air Component / Composante de First Air  
Canadian Union of Public Employees / Syndicat canadien de la fonction publique

**FLIGHTATTENDANTS**

**January 1, 2011 – March 31, 2014**

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## **PREAMBLE**

This Agreement is made and entered into by and between BRADLEY AIR SERVICES LIMITED c.o.b. FIRST AIR, hereinafter referred to as the COMPANY and the CABIN PERSONNEL in the employ of the Company, as represented by the CANADIAN UNION OF PUBLIC EMPLOYEES(CUPE), hereinafter referred to as the UNION.

## **ARTICLE 1 – RECOGNITION**

### **1.01 BARGAINING AGENT**

The Company recognizes the Union as the exclusive bargaining agent for all Cabin Personnel employed by the Company, excluding instructors, supervisors and those above.

### **1.02 EXCLUSIONS**

This Agreement does not apply to Cabin Personnel who are in initial training (ground Training and line indoctrination).

## **ARTICLE 2 - DEFINITIONS**

As used in this Agreement, the Letters of Understanding and the Block Rules appended hereto, the following terms shall have the following meanings unless otherwise specified.

### **2.01 AGREEMENT**

Means the Collective Agreement, Letters of Understanding, and Block Rules negotiated between the Company and the Union including amendments thereto or interpretations thereof agreed upon and covered by agreements or written amendments signed by both the appropriate Union Officers and Company Officials.

### **2.02 BASE**

Means a geographical location designated by the Company as a Cabin Personnel Base. All Cabin Personnel shall have a designated Base. The current Bases are Ottawa, Edmonton, and Yellowknife.

### **2.03 BLACK DAY**

Means a Day designated in a Reduced Block in which the Company cannot use the Employee for any reason. These Days shall be designated on the Blocks with a ■.

### **2.04 BLOCK**

Means a predetermined Monthly schedule for each Employee as per Article B3 and Clause 2.05.

### **2.05 BLOCKHOLDER**

Means an Employee who is awarded or assigned a Block in any given Month.

### **2.06 CABIN PERSONNEL/EMPLOYEE**

Means Flight Attendant, Purser and Incharge.

### **2.07 CABIN PERSONNEL – PERMANENT**

Means Cabin Personnel who have been hired to a full-time or a part-time position and who have successfully completed the probationary period.

### **2.08 CHECK RIDES**

A Flight made to check or test the performance of Cabin Personnel and adherence to Company policy.

## **2.09 CLASSIFICATION**

Means a designation of Purser or Flight Attendant or Incharge awarded or assigned to Cabin Personnel.

## **2.10 COMPANY**

Means BRADLEY AIR SERVICES LIMITED c.o.b. FIRST AIR.

## **2.11 DAY**

Means a twenty-four hour consecutive period beginning at 0001 hours.

## **2.12 DEADHEAD/POSITION/ ROTATE**

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

## **2.13 FEMININE/MASCULINE USAGE**

In this Agreement, unless otherwise specifically stated, the feminine shall include the masculine and the singular shall include the plural.

## **2.14 FERRY FLIGHT**

Means a Flight, without revenue passengers, used to position the aircraft.

## **2.15 FLIGHT**

A scheduled, charter or *adhoc* trip operated by First Air or its designate, on an aircraft between airports and/or stations.

## **2.16 FLIGHT ATTENDANT**

Means Cabin Personnel who perform or assist in the performance of all in-Flight and ground duties required by the Company.

## **2.17 FLIGHT ATTENDANT – CASUAL**

Means a Flight Attendant who is employed by the Company on a casual basis, to cover specific operational requirements and whose terms and conditions of employment are covered under Letter of Understanding #1 of this Agreement.

## **2.18 FLIGHT PAIRING**

A series of Flights starting with a Flight, Ferry Flight or Deadhead that takes Cabin Personnel away from their home Base and that ends with a Flight, Ferry Flight or a

Deadhead that brings Cabin Personnel back to their home Base. A duty period may be Blocked to contain more than one (1) pairing.

## **2.19 FLIGHT TIME**

Means the elapsed time between initial ramp departure, block out, or engine start-up, whichever comes first and actual ramp arrival, block in, of the aircraft, or engine shut-down, whichever comes last.

## **2.20 FLYING BLOCKHOLDER**

An Employee who is awarded or assigned a flying Block or Flying with added Reserve Block in any given Month.

## **2.21 GRAY DAY**

Means a Day designated in a Block in which there are no scheduled duties but the Employee may be required to work as per Article B5 and B9.

## **2.22 GUARANTEED DAY OFF (GDO)**

Means an unbroken period of twenty-four (24) hours commencing at 00h01 hours at the Employee's home Base and where the Employee is free from all work-related responsibilities and duties, unless otherwise provided for in this Agreement.

## **2.23 INCHARGE**

Means an Employee who is awarded the Incharge rotation to Iqaluit, in a specific Month. An Employee who operates as an Incharge for less than one month shall be deemed to be the Incharge for that period of time, and paid at the applicable rate for those credits earned as an Incharge.

## **2.24 INVIOLATE DAY**

A day designated with an "X" in a Blockholder's schedule where Cabin Personnel are free from all work-related responsibilities and duties, and cannot be assigned and/or accept any work, except in the case of a late inbound Flight or irregular operation.

## **2.25 LANGUAGE REQUIREMENTS**

Means language requirements in this Agreement. Refers to languages other than English.

## **2.26 MINIMUM MONTHLY GUARANTEE (MMG)**

Means the minimum Monthly salary to be paid to Cabin Personnel in accordance with Clause 5.02.

## **2.27 MONTH**

Means a calendar month, except that other than a leap year, February shall be the period from January 31st to March 1st, inclusive and in a leap year February shall be the period from January 31st to February 29th, inclusive.

## **2.28 NORTHERN CABIN PERSONNEL**

Means Cabin Personnel permanently or temporarily posted north of fifty-five (55) degrees north latitude.

## **2.29 OPEN FLYING**

Means Flights or Flight Pairings that become available after the Block awards.

## **2.30 PURSER**

Means a qualified Flight Attendant on multi-crew Flights or holding a Purser Block for the Month, who, in addition to her duties as a Flight Attendant, is responsible for the execution of all enroute cabin services, ground duties, and station duties as required by the Company.

## **2.31 REDUCED BLOCK**

Means a schedule that has been reduced to one half (1/2) a regular Block, and whose terms and conditions are contained in Article B14.

## **2.32 RESERVE**

Means a period of time during which an Employee must be available (on call) in accordance with Article B10.

## **2.33 RESERVE BLOCKHOLDER**

Means Cabin Personnel awarded or assigned a Reserve Block.

## **2.34 REST PERIOD**

Means a period of time Cabin Personnel are free from all duties with the Company in accordance with Article B7.

## **2.35 ROTATION**

A period of time spent away from an Employee's home Base where they are positioned to fly out of another Base.

### **2.36 STATUTORY HOLIDAYS**

A day designated with "STAT" in a Blockholder's awarded or assigned Block. Such days are paid as per Article 5 and in accordance with Article 7.

Means:	New Year's Day	Labour Day
	Good Friday	Thanksgiving Day
	Victoria Day	Christmas Day
	Canada Day	Boxing Day
	Civic Holiday	

Should the Company provide an additional Statutory Holiday to other Employees, Cabin Personnel shall also be entitled to that Holiday.

### **2.37 TRAINER**

Employees who are scheduled/assigned to conduct training or perform Check Rides.

### **2.38 TRAINING**

Means a period of time in which an Employee receives specific instruction and/or completes written examinations as required by Transport Canada or any other Government Department or Agency, or the Company.

### **2.39 UNION**

Means the CANADIAN UNION OF PUBLIC EMPLOYEES, Airline Division.

### **2.40 VACATION DAY**

A day designated with "VAC" or "VU" in a Blockholder's awarded or assigned Block. Such "VAC" days are paid as per Article 5 and in accordance with Article 7.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01 GENERAL RIGHTS**

The management and the operation of the Company and the direction of the work force, including, but not limited to, the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

### **3.02 EMPLOYER POLICIES**

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by distribution to employees, provided that such policies are not in conflict with the specific provisions of this Agreement or the applicable laws of Canada, its provinces and territories. A copy of all Employer policies shall be provided to the Union.



<b>FLIGHT ATTENDANT</b>	<b>Effective January 1, 2011</b>	<b>Effective January 1, 2012</b>	<b>Effective January 1, 2013</b>
<b>0-12 Months</b>	\$29.96	\$30.86	\$31.79
<b>13-24 Months</b>	\$31.00	\$31.93	\$32.89
<b>25-36 Months</b>	\$32.02	\$32.98	\$33.97
<b>37-48 Months</b>	\$33.20	\$34.20	\$35.23
<b>49-60 Months</b>	\$34.38	\$35.41	\$36.47
<b>61+</b>	\$35.56	\$36.63	\$37.73

- b) Pursers and Incharges shall be paid the following base rates for each credit earned:

<b>PURSER AND INCHARGE</b>	<b>Effective January 1, 2011</b>	<b>Effective January 1, 2012</b>	<b>Effective January 1, 2013</b>
<b>0-12 Months</b>	\$41.42	\$42.66	\$43.94
<b>13-24 Months</b>	\$42.45	\$43.72	\$45.04
<b>25-36 Months</b>	\$43.48	\$44.78	\$46.13
<b>37-48 Months</b>	\$44.64	\$45.98	\$47.36
<b>49-60 Months</b>	\$45.86	\$47.24	\$48.66
<b>61+</b>	\$47.02	\$48.43	\$49.88

- c) Northern Cabin Personnel shall earn a premium of 1.32 credits at their applicable rate of pay for each Day or part Day the Employee is available to work (this includes Flights, Reserve Days, Training Days and Gray Days).
- d) Where required by the Company, Cabin Personnel having language proficiency other than English/French shall be paid a premium of two dollars (\$2.00) per credit.
- e) When an Employee has to line indoctrinate and/or job shadow on the ATR aircraft, they will be paid at the Purser rate of pay as per Clause 5.01.
- f) Trainers who perform Check Rides shall receive \$25.00 per Day, in addition to their normal flight credits for that Day. Trainer pay for classroom/ground instruction will be as per Article 5.01 h).

On the ATR, the Trainer will not be considered active crew for the purposes of conducting Check Rides and may be listed as deadheading or as a passenger. Check Rides will first be scheduled or assigned to take place on Flights the Trainer is scheduled to operate.

#### 4.02 PAY ADMINISTRATION

- a) There shall be no deductions from wages unless authorized by the Employee, statute, court, arbitrator award or this Agreement. A list of deductions will be provided with each pay.
- b) Where the Company is recovering an overpayment, the following schedules shall apply:

≤ \$50	Deducted in full on Employee's next available paycheck.
> \$50 and \$100	Deductions spread over the next two (2) available pay periods.
Between \$100 and \$400	Deductions spread over the next four (4) available pay periods.
≥ \$400	Deductions spread over the next eight (8) available pay periods.

The Company will notify the Employee, in writing, no less than fourteen (14) days prior to commencing payroll deductions. In exceptional circumstances the Company may agree to extend the repayment plan.

When an Employee is terminated or resigns, the entire overpayment will be deducted from the final paycheck.

- c) Underpayments shall be paid on the first paycheck after discovery and verification. For underpayments of more than fifty dollars (\$50.00), the Company shall provide, by separate cheque, payment within five (5) Days after discovery and verification.
- d) Payday shall be on the last Day of each Month with an advance paid on the fifteenth (15th) of each Month. In Months where these Days fall on weekends and/or holidays, payday shall be considered to be the Day immediately preceding the weekend and/or holiday.
- e) The administration of pay and advances shall be as follows:

On the 15th Day of each Month: an advance equal to one half (½) of the Minimum Monthly Guarantee or prorated Guarantee if applicable.

On the last Day of each Month: the remainder of the Minimum Monthly Guarantee or prorated Guarantee if applicable, plus the previous Month's excess credits and all other pay forthcoming from any previous Month, including benefits and any other adjustments (including reconciliations of salary advances), expenses or deductions.

#### **4.03 PAY PROGRESSION**

Salary increments shall become effective on the anniversary date of the last Day of initial training.

#### **4.04 PAY SHEET**

A Monthly pay sheet will be provided to every Employee with the first paycheque of each Month listing all pay items from the previous Month.

#### **4.05 BENEFITS**

- a) Cabin Personnel shall have the right to participate in the Employer's benefit plans under the terms and conditions stipulated in Company policy, and the insurance provider's benefit booklet. Currently the cost-sharing arrangements for these benefits are as follows:
  - i) Dental plan: fifty percent (50%) Company paid
  - ii) Life insurance: one hundred percent (100%) Company paid
  - iii) Medical: one hundred percent (100%) Company paid
  - iv) Short term disability: one hundred percent (100%) Company paid
  - v) Long term disability: one hundred percent (100%) Company paid
  - vi) Out of country coverage: one hundred percent (100%) Company paid
- b) Notwithstanding the above, the benefits and cost-sharing arrangements of these plans shall not be less than other Company employees.
- c) When the Company requires an Employee to be inoculated, such inoculation shall be one hundred percent (100%) paid by the Company.
- d) FLU SHOT

An Employee shall be reimbursed up to twenty-five dollars (\$25.00) of the cost of an annual flu vaccination upon submission of a receipt to the Company.

- e) TB TEST

Where an Employee is unable to obtain coverage from a public health plan, the Company will absorb the cost of a TB test once per calendar year, upon submission of a receipt.

#### **4.06 CABIN PERSONNEL TRAVEL BENEFITS**

Cabin Personnel shall receive Company travel benefits in accordance with the Collective Agreement and with the Company's policy and regulations established by the Company from time to time.

#### 4.07 CABIN PERSONNEL GROUP REGISTERED RETIREMENT SAVINGS PLAN

- (a) Each member of the bargaining unit has the option of signing up and participating in the Company administered and self-directed Group Registered Retirement Savings Plan.
- (b) After signing up for the GRRSP program, for each twelve (12) month period that an Employee participates in the program, the Company contribution shall be in accordance with the following schedule:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4+</u>
Company portion	2%	3%	4%	5%

- (c) Any contribution paid by the Employee and the Company is based upon the Employee's regular earnings (excluding Draft pay, overtime, STD, LTD, Non-rotational Allowance). The Employee may contribute, through payroll deductions, a percentage amount in excess of the two (2) percent, but the Company does not match that excess amount.
- (d) In order to receive the Employer's contribution, the person must be an employee of the Company at the time of the Company payment. The Employer's contribution will be made on each paycheque.
- (e) Should the Company increase their RRSP contribution to other Employees, Cabin Personnel shall also be entitled to that same increase.
- (f) The Company will establish policies and rules concerning the GRRSP.

#### 4.08 PREMIUMS OVER THE MINIMUM MONTHLY GUARANTEE

The following will be credited in addition to the Minimum Monthly Guarantee:

- i) Article 5.03 Draft pay credits
- ii) Article 4.01 c) Northern premium
- iii) Article B6.05 Premium for Excess Duty

#### 4.09 OVERTIME

Overtime will be paid at a rate of one and a half (1 ½) times the applicable rate of pay for all credits earned (as per Clause 5.01) in excess of the overtime threshold for that specific Month as per the chart in Article B4.11 (excluding Northern premium and Vacation). Where an Employee is paid overtime pay, the applicable percentage of vacation pay on the overtime amount shall be calculated and added to the overtime pay.

#### **4.10 INSURANCE PAYMENTS**

- a) Salary advances of up to four **(4)** weeks shall be provided to an Employee who has filed a claim for **STD** (short term disability), **WSIB** (workplace safety & insurance benefits), or **WCB** (workers' compensation benefits).
- b) Overpayments shall be dealt with in accordance with Clause 4.02.
- c) The Employee shall file sufficient medical documentation to support her claim for **STD/WSIB/WCB**.

## ARTICLE 5 - PAY CREDITS

### 5.01 CREDITS

For each duty period, Cabin Personnel shall receive the following pay credits:

#### PAY CREDIT

a) FLIGHT

The greater of:

- Blocked Flight Time as indicated for the Pairing, in the Flight Attendant's Block, with the following exceptions:
  1. in the case of a Flight switch, the new Flight hours are guaranteed and not the ones appearing on the Block.
  2. in the case of removal from Flight duty as per Article B13, the Flight hours are not guaranteed, or
- Actual Flight Time, or
- Where the duty period consists of both operated Flight(s) and Deadheading, the Employee shall be credited for the actual Flight credits operated plus one half (1/2) the actual hours spent Deadheading/Positioning/Rotating, or
- Four (4) credit minimum guarantee for each duty period worked, or
- One (1) credit for each two (2) hours of duty, or
- One (1) credit for each six (6) hours away from home Base commencing at the beginning of the Pairing and terminating at the end of the duty period at the end of the Pairing.

b) DEADHEADING/POSITIONING/FERRY FLIGHT/ROTATING (ONLY)

The greater of:

- Four (4) credit minimum guarantee or
- One (1) credit for each two (2) hours of duty.

c) SICK LEAVE

As per Article 8

d) STATUTORY HOLIDAY

Four (4) credits per Day

e) RESERVE DAY (EMPLOYEE NOT USED)

The greater of:

- Credits of one quarter (1/4) of the actual duty hours, or
- Three (3) credit minimum guarantee.

f) RESERVE DAY (EMPLOYEE USED)

Either:

Clause 5.01 a) or Clause 5.01 c), whichever is applicable.

g) VACATION

Four (4) credits per Day

h) TRAINING/PURSER MEETINGS

- Four (4) credits per Day, or
- 5.01 a) or 5.01 c) if the above is part of a duty period, whichever is greater.

i) PUBLIC RELATIONS \*

One (1) credit for each two (2) hours worked.

\*

Public relations, as used in this Article, means those duties performed on a voluntary basis at the request of the Company or the Captain.

## 5.02 MINIMUM MONTHLY GUARANTEE

- a) Where Cabin Personnel are available for duty for a full Month, they shall receive at least the Minimum Monthly Guarantee. The Minimum Monthly Guarantee shall be seventy-five (75) pay credits, at the applicable rate of pay, inclusive of all pay credits.
- b) Where an Employee is not available for duty in a Month due to illness, Article 8 shall apply.
- c) Where an Employee is not available for duty in a Month due to an unpaid leave of absence her Minimum Monthly Guarantee shall be prorated as per Clause B4.10. In addition, the Employee shall receive no less than the Guaranteed Days Off entitlement as per Clause B4.10.
- d) Where an Employee is not available in a Month due to a reason other than 5.02 b) or c) above, her Minimum Monthly Guarantee shall be adjusted to reflect only the credits lost due to her unavailability.
- e) Overlap Flights from the previous Month will be credited to the Month in which the Flight commenced.

### **5.03 DRAFT PAY**

Cabin Personnel shall be paid two (2) times the applicable rate of pay for all pay credits when drafted on a Guaranteed Day Off as per Article B5.

### **5.04 MODIFIED WORK**

- a) Both the Company and the Union are committed to returning an Employee to work through modified duties, when:
  - i) the Employee provides a medical report which confirms that she is unable to fulfill the duties required of Cabin Personnel, and;
  - ii) the Employee receives medical clearance that she is able to perform the required duties of modified work as provided by the Company.
- b) In the event that the injured worker *is* placed in a non-Union or non-flying position, she will continue to be a member in good standing of CUPE-Airline Division in accordance with Article 14.03.
- c) An Employee collecting WCB or WSIB benefits will not be required to pay CUPE Union dues while performing modified duties outside the bargaining unit.
- d) In situations where the Employee's own physician and the Company physician have differing opinions on the Employee's ability to return to work, the Company shall invoke the medical review procedures as per Clause 10.02.



## **ARTICLE 6 - EXPENSE ALLOWANCES AND UNIFORMS**

### **6.01 GENERAL**

Cabin Personnel, when away from Base on Flight duty or when Deadheading under orders from the Company, or while on an authorized trip on Company business other than flying duties, shall be allowed reasonable and necessary expenses as detailed below.

### **6.02 MEAL EXPENSES**

- a) Cabin Personnel will be provided with a meal per diem of **\$3.50** for each hour away from Base ("TAFB" or 'time away from base"; every hour from the time their duty starts at home base until their duty ends at home base) to a maximum of **\$52.00** per calendar Day;
- b) Per diems will not be paid for vacation Days, Training Days at home Base, or Reserve Days where an Employee is not used;
- c) Cabin Personnel on a layover with no scheduled Flight duty shall receive the maximum daily meal per diem as detailed in (a) above; and
- d) In order to be eligible for the meal per diem, Cabin Personnel must have shown for work on that calendar Day.
- e) Where Cabin Personnel receive room and board in Company accommodations, they will not be eligible for the aforementioned meal expense per diem, nor will they be provided with meals on board the aircraft.

### **6.03 NORTHERN ALLOWANCE**

- a) Cabin Personnel working northern rotation schedules shall be provided with room and board, at Company expense, comparable to that provided by the Company to other employees also working northern rotation schedules.
- b) Cabin Personnel resident full time and working out of Yellowknife shall be entitled to a taxable northern allowance of five hundred and fifty dollars (\$550.00) per Month.
- c) Where Cabin Personnel on rotation have, with prior notification to Inflight Services, moved out of Company provided housing and into other than Company housing, said individual shall receive an allowance of three hundred dollars (\$300.00) per Month. The allowance may be non-taxable, provided this is not the individual's permanent residence.
- d) Such allowances in b) and c) above shall never be less than other Company employees.

#### 6.04 TRANSPORTATION

- a) Ground transportation from layover accommodation to airport or from airport to layover accommodation will be arranged and provided by the Company,
- b) The rate for Cabin Personnel who are approved to use their own vehicle on Company business is forty-three cents (**\$0.43**) per kilometre. Such allowance shall never be less than other Company employees.
- c) At home Base, the Company shall provide Cabin Personnel:
  - i) with free parking which is adequately lit in accordance with the provisions set out in the Canada Occupational Health & Safety Regulations for minimum levels of lighting; and
  - ii) transportation to and from the departure facility.
- d) At the end of the duty period Cabin Personnel will not be required to wait for transportation beyond a reasonable time, which may vary due to health and safety reasons, or wait for a hotel room beyond sixty (60) minutes after their duty period ends.
- e) Once the wait goes beyond d) above:
  - i) In the case of transportation, Cabin Personnel may take a taxi. Where possible the Company will arrange for the hotel to pay the fare and bill it directly to First Air. Where arrangements cannot be made, Cabin Personnel shall pay the taxi and submit the receipt to First Air for payment.
  - ii) In the case of a hotel room, an Employee's duty period shall continue until the Employee has possession of the key to her room.
- f) The Company will reimburse airport improvement fees, when Cabin Personnel are required to pay while travelling on Company business, provided that receipts and an expense claim are submitted.

## 6.05 TRAVELLING AND MOVING EXPENSES

- a) Cabin Personnel who are requested to move by the Company shall have all such moves paid for by the Company. This includes moves to avoid layoff.

i) Time Off

An Employee shall be allowed a reasonable period (not to exceed ten (10) Days) between the time she is relieved of her duties and the time she is required to report at the new location. Where the Company is paying for the move, the Company shall pay the Employee for all scheduled credits missed during the approved time off.

ii) Transportation

For moves paid by the Company, the Employee, her spouse and dependent children will be allowed free, confirmed passes to the new location plus one (1) space available pass for the Employee and her spouse to conduct a house-hunting trip.

iii) Living Expenses

For moves paid by the Company, reasonable living expenses to a maximum of one thousand and five hundred dollars (\$1,500.00) for the Employee at the new location will be allowed for a period up to ten (10) consecutive Days. Receipts are required.

iv) Personal Effects

Where the Company is paying for a move, the Company shall only pay for a maximum weight of personal effects of ten thousand (10,000) pounds and shall reserve the right to determine the method of transportation, plus fifteen hundred (1,500) pounds per dependant to a family maximum of fifteen thousand (15,000) pounds.

- b) Cabin Personnel who move at their own request shall pay for all such moves.

i) Time Off

An Employee shall be allowed a reasonable period (not to exceed ten (10) Days) between the time she is relieved of her duties and the time she is required to report at the new location.

- c) An Employee on northern rotation shall not be deemed to have moved.

**6.06 UNIFORMS**

- a) Uniforms will be worn and maintained according to standards prescribed by the Company. The Company will consult with the Union no less than 30 days prior to implementing any changes in the dress code.
- b) The Company shall provide and assume one hundred percent (100%) of the cost of the following initial basic uniform.

FEMALE		MALE		DEEMED LIFE (YEARS)
2	Blazer	2	Blazer	4
3	Skirts/Pants/Dress	3	Pants	2
4	Blouses	4	Shirts	1
1	Cardigan	1	Cardigan	2
2	Insignia Pins	2	Insignia Pins	5
		2	Neck Ties	2
1	Overcoat	1	Overcoat	3
4	Turtlenecks	4	Turtlenecks	1
1	Parka	1	Parka	5

Note: The Company shall loan Cabin Personnel the following maternity uniform upon request and one hundred percent (100%) paid by the Company: 1 pair of pants; 1 jumper; 1 parka and overcoat exchangeable to the next size up as needed by the Employee. An Employee will also be provided with 2 blouses, which the Employee may keep.

- c) All accessory items, as defined by the Company in its Uniform Guidelines, are to be paid for one hundred percent (100%) by the Employee.
- d) If any uniform item is damaged as a result of normal usage while on duty, the Company shall replace or repair the item at its own cost.
- e) Replacement of the basic uniform, as per part b) shall be paid on a 50/50 cost share basis between the Company and the Employee. In situations where the uniform is past its deemed life, the Company will pay one hundred percent (100%) of the replacement uniform piece, upon exchange of the piece being replaced.
- f) When the Company requires an Employee to purchase a new uniform or part thereof, as per b) above, as a result of a change in style, materials or components, the items shall be provided at one hundred percent (100%) cost to the Company.
- g) Where an Employee's employment is terminated for any reason, she shall return all corporate identification and the following shall apply to the uniform:

- i) Where the Employee has received uniform pieces paid one hundred percent (100%) by the Company, all pieces must be returned to the Company. The full depreciated value of any uniform pieces not returned to the Company shall be deducted from the Employee's final pay cheque.
  - ii) Where the Employee has purchased additional uniform pieces or replacement uniform pieces, and a balance remains owing to the Company, the Employee shall have the option to pay the remaining balance and retain the uniform pieces or return the uniform pieces to the Company with the balance owing forgiven. Where the Employee fails to exercise either option prior to receiving her final pay, it shall be deemed that the Employee wishes to retain the uniform pieces and the unpaid balance shall be deducted from her final pay.
  - iii) Where the Employee has purchased additional uniform pieces or replacement uniform pieces and no balance remains owing to the Company, the Employee shall have the right to retain said pieces.
- h) Every effort will be made by the Company to ensure that the initial fittings for new uniforms will be done at home Base. If the Employee must be away from home Base for her fitting, this will be done on a working Day with no loss of pay to the Employee.
  - i) An allowance of forty dollars (\$40.00) per Month shall be granted for expenses incurred in the maintenance and cleaning of uniforms, subject to the Employee receiving pay in that Month.
  - j) Payments for any additional or replacement uniform pieces shall commence upon receipt of the pieces. The Employee may elect to make payment through payroll deductions at twenty dollars (\$20.00) per pay or a greater amount, if requested by the Employee.
  - k) All uniform pieces will be brand new except an Employee has the option of purchasing any used pieces that may be in stock at a depreciated value.
  - l) The CUPE Union pin may be worn on the uniform.
  - m) The Company shall provide all Cabin Personnel with a flashlight. Batteries are to be replaced on exchange.
  - n) The Company shall provide all Cabin Personnel with a pager or provide Cabin Personnel with a cell phone allowance of twenty (\$20.00) dollars per month. Pager batteries are to be replaced on exchange.
  - o) The Company shall assume the reasonable cost of all alterations for all new uniform pieces.

- p) CUPE Cabin Personnel will be entitled to a one-hundred dollar (\$100.00) shoe allowance per year to be paid upon hire and upon the annual contract-wide pay increase, to supplement the purchase of slip-resistant footwear.

**6.07 UNIFORM COMMITTEE**

Two (2) CUPE Uniform representatives (one male and one female) shall sit on the Company Uniform Committee and shall be granted Flight releases as per Clause 21.02 and shall be provided with transportation as per Clause 21.08.

**6.08 LOST/THEFT LUGGAGE**

In the event of a temporary loss of her luggage while away from her home Base, the Company will reimburse reasonable expenses of up to one hundred dollars (\$100), upon submission of receipts. In extraordinary circumstances, the Company may approve further expenses.

## ARTICLE 7 - VACATION ENTITLEMENT AND STATUTORY HOLIDAYS

### 7.01 VACATION YEAR

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

### 7.02 VACATION ENTITLEMENT

- a) Cabin Personnel shall be entitled to vacation periods as follows:

Less than 1-year service: Proration of 14 Days.

1 to 2 years: 14 Days

3 to 9 years: 21 Days

10 to 19 years: 28 Days

20 years plus: 35 Days

- b) Cabin Personnel who do not work a full Vacation Year will have their vacation entitlement prorated for that year.

- c) The proration formula is as follows:

Number (#) of Days on payroll divided by (+) three hundred and sixty five (365) times (x) the yearly allotment in 7.02 a).

- d) Vacation credits as per Clause 5.01 h), and Statutory Holiday credits as per Clause 5.01 e) shall not be considered "hours operated" for the purpose of calculating overtime credits.

- e) In Months where Cabin Personnel take vacation, their overtime threshold will be prorated, as per Clause ~~B4.10~~, based on available Days. Cabin Personnel shall be eligible to earn overtime for all credits in excess of the prorated overtime threshold. For the purposes of this Clause, "an available Day" is any Day outside the vacation taken in that Month.

### 7.03 STATUTORY HOLIDAYS

- a) For the purposes of vacation bidding, earned Statutory Holidays, as per Clause 2.36, shall be added to each Employee's vacation entitlement.
- b) To be eligible for a Day in lieu of a Statutory Holiday, Cabin Personnel must be on the payroll at the time of the holiday. All interpretations of "on the payroll" shall be as set out in the charts in Clause 9.15 a).
- c) When the Employee bids her annual vacation, she shall request which days she wishes to designate as Statutory Holidays within the amount to which she is entitled. Such requests will not be unreasonably denied and may be subject to change based on operational requirements. In Months where vacation days

have been designated Statutory Holidays, such vacation days will be considered "available" days for the purposes of prorating their Minimum Monthly Guarantee and Overtime Threshold as per Article B4.10.

- Statutory Holidays shall be paid as per Article 5.01 d).
- The number of GDO's to which an Employee is entitled shall not be affected by the designation of Statutory Holidays and no proration shall occur.
- These days shall be considered available days for purposes of calculating the Employee's MMG.

For the purpose of clarity, refer to Appendix A.

- d) In the event that the application of 7.03 c) results in the number of pro-rated Guaranteed Days Off being greater than the number of days outside of vacation days and Statutory Holidays, the Employee shall have no claim to these excess Guaranteed Days Off.

#### 7.04 ANNUAL VACATION SPLITS

- a) Cabin Personnel will be allowed to split annual vacation entitlement as follows:

<b>Vacation and Statutory Holidays</b>	<b>Splits</b>
<b>0 – 14 Days</b>	<b>One (1) split</b>
<b>15 – 21 Days</b>	<b>Two (2) splits</b>
<b>22 – 28 Days</b>	<b>Three (3) splits</b>
<b>29 – 35 Days</b>	<b>Four (4) splits</b>
<b>36+ Days</b>	<b>Five (5) splits</b>

- b) Post award, vacation splits as above must be maintained. However, two (2) additional splits will be permitted in instances of vacation switches as per Article 7.

#### 7.05 VACATION PAY

During vacation, Cabin Personnel shall be paid as per Clauses 5.01 d) and 5.01 g).

#### 7.06 VACATION CARRY-OVER

Vacation and Statutory Holidays must be taken in the year following that in which the entitlement was earned except that an Employee may carry over one (1) week of vacation to the following year. This one (1) week of vacation will not include Statutory Holidays. Where an Employee chooses to carry over vacation, they shall do so by requesting such at vacation bid time. If a vacation slot becomes available during the year, Cabin Personnel at any time prior to September 15" may choose to use their carry-over days or a portion thereof.



## **7.07 VACATION ASSIGNMENT FOLLOWING LEAVES**

Cabin Personnel returning from STD, LTD and LOA who had vacation that was scheduled within the period of the leave shall be given a list of available open vacation periods at their Base. Should there be no slots available or the Cabin Personnel fail to advise the Company of their preference, their vacation will be assigned immediately following their date of return. Such vacation slot will not be deemed to be available as per Article 7.11.

## **7.08 BID AWARD PROCEDURES**

- a) Cabin Personnel shall bid for vacation and vacation shall be awarded in order of CUPE seniority, by Base.
- b) A vacation list will be posted by October 1st of each year indicating the total vacation periods available during the following Vacation Year. There shall be no black-out periods.
- c) Prior to November 1st of each year, Cabin Personnel must **fill** in their vacation periods desired.
- d) Cabin Personnel who fail to **fill** in their preference will be assigned to the remaining vacation periods.
- e) Vacation awards will be posted no later than November 15th of each year.
- f) Vacation will be awarded to start on any Day of the week.
- g) An Employee who, by virtue of her Company service date, is entitled to more vacation than is allotted in this Agreement, shall bid the excess vacation Days after all other Cabin Personnel have bid at her Base.

## **7.09 CANCELLATION**

- a) Where an Employee has been given a minimum of two (2) weeks' notice, the Company may alter her vacation in order to satisfy operational requirements. The Company will offer the vacation alteration in order of seniority among those Employees on vacation during the period of cancellation, until operational requirements are met.
- b) Where an Employee's vacation period has been altered, it shall be rescheduled at a mutually agreeable time, inclusive of carrying it over to the following Vacation Year.
- c) Where an Employee has notified the Company of the **potential** cost prior to an alteration and the Company has cancelled her vacation, the Company shall reimburse her for all non-refundable out of pocket costs incurred. Receipts shall be required.

## **7.10 VACATION SWITCHES**

Cabin Personnel may request vacation switches as follows:

- a) Cabin Personnel may switch with any unbid vacation period available, but must maintain the allowable splits as per 7.04 at the time of bidding, or
- b)
  - i) The Employee may switch vacation with another Employee provided the Employee who requests the switch writes a letter to each Employee who is on the CUPE seniority list between the Employee she wishes to switch with, advising them they have ten (10) Days to indicate that they wish to do the vacation switch.
  - ii) Should no other Employee with more CUPE seniority wish to do the switch, the switch shall be submitted to the Company for approval.
  - iii) Should a more senior Employee wish to switch and the Employee requesting the switch agrees then she shall submit the request for vacation switch to the Company.
  - iv) Allotted splits as per 7.04 must be maintained by both Flight Attendants.

## **7.11 OPEN VACATION SLOTS**

Available vacation period(s) must be bid on by the thirteenth (13<sup>th</sup>) of the Month for the following month and will be awarded on the basis of CUPE seniority and Base.

By no later than the 15<sup>th</sup> of each month, a vacation calendar showing open vacation periods for the remainder of the year will be e-mailed to Cabin Personnel.

## **7.12 UNION-MANAGEMENT VACATION MEETING**

When requested by either party, the Company agrees to meet with the Union during the Month of September to discuss the vacation bidding and awarding procedures for the upcoming vacation bid.

## ARTICLE 8 - SICK LEAVE

### 8.01 DEFINITION

Sick Leave means a period of one (1) or more days during which an Employee was scheduled to work or was on Reserve and was unable to report due to illness or injury

### 8.02 SICK BANK ADMINISTRATION

#### a) ALLOTMENT

- i. An Employee shall receive an annual allotment of twelve (12) days of Sick Leave per calendar year, subject to the provisions of Clause 8.02 a) ii).
  - ii. An Employee may carry over into the following calendar year up to three (3) unused sick days or three (3) Family Care Days (per Article 9.14), or a combination of the two, but not exceeding a total of three (3) days. An Employee may not have more than fifteen (15) days of Sick Leave in her sick bank at any time.
- b) Where an Employee commences service after the beginning of the calendar year, she will receive Sick Leave credits prorated at one (1) day per Month based on the number of Months remaining in the calendar year.
- c) In a Month in which an Employee does not receive pay, the Employee's sick bank shall be reduced by one (1) day.

#### d) MAKE-UP OF SICK DAYS

Where Cabin Personnel have had Sick Leave deducted from their Sick Leave bank, they shall be entitled to bid Open Flying as per Article B8 during the four (4) Month period following the bookoff and these days may be used to make up the Sick Leave days deducted from her sick bank.

Cabin Personnel will advise Inflight Services, in writing, when they wish to have an awarded "Open Flight" credited to their Sick Leave bank.

### 8.03 PHYSICIAN'S CERTIFICATE

A physician's certificate may be required for any period of illness or injury, however, for any absence of less than three (3) consecutive days such request will not be made unreasonably. An Employee who fails to provide a requested sick note shall be deemed unavailable, and the Employee's Minimum Monthly Guarantee will be adjusted as per Article 5.02 (d). When the Company requests a physician's certificate, they will reimburse the cost up to a maximum of twenty-five dollars (\$25.00) upon submission of a receipt, up to a maximum of one hundred dollars (\$100.00) per calendar year.

#### **8.04 BLOCKHOLDER - SUFFICIENT SICK BANK**

- a) Provided she has sufficient accumulated Sick Leave days, an Employee who is unable to attend work due to illness or injury will be credited with the number of credits scheduled to be operated including Reserve Day credits.
- b) Accrued Sick Leave days will be reduced when an Employee is absent due to illness or injury until such time as the days are exhausted or disability insurance benefits commence (not sooner than seven (7) consecutive days commencing with the first day sick).
- c) When an Employee is off sick for any period, her Guaranteed Days Off, Inviolate Days, Gray Days and Black Days shall not be counted as sick time for the purpose of reducing her accumulated Sick Leave entitlement.
- d) When an Employee books off sick during a duty period worked, she shall not be deducted any sick days. Any travel to her home base shall not be considered a sick day and she shall be paid as per Article 5.01.

#### **8.05 BLOCKHOLDER - INSUFFICIENT SICK BANK**

Where the Employee has insufficient sick bank to cover the credits lost, due to illness or injury, and does not operate her Minimum Monthly Guarantee, her MMG shall be reduced by the actual Blocked credits for the Day(s). Additionally, her paid vacation entitlement for the following year shall be reduced as per Article 7.02c.

#### **8.06 NOTIFICATION**

An Employee shall advise the Company of her illness with as much notice as possible.

#### **8.07 SICK BANK RECORD**

A record of Sick Leave days taken and the number of days remaining in each sick bank shall be recorded on each Employee's Monthly pay sheet.

#### **8.08 AWARDS FOR PERFECT OR NEAR PERFECT ATTENDANCE**

An Employee with a perfect attendance record over a full calendar year will receive two (2) days of paid personal leave. "Perfect attendance," means not having taken any sick days in a calendar year. Cabin Personnel who use one (1) sick day over a full calendar year will receive one (1) day of paid personal leave. These Days will be designated as "PA" in an Employee's Block and will be considered an available Day for the purpose of proration. Each PA Day has a value of 4.0 credits. These days shall be requested in writing no later than the 13<sup>th</sup> of the month prior. Such "PA" days will be awarded to the Employee at the beginning of the next calendar year. All Cabin Personnel must have worked one (1) full calendar year to qualify.

## **ARTICLE 9 - LEAVES OF ABSENCE**

### **9.01 SENIORITY**

- a) Seniority with respect to pay increments, vacation service credits, CUPE seniority, Statutory Holidays, and Sick Leave credits will be given in accordance with Clause 9.15 a), while an Employee is on a leave of absence.
- b) Benefits while on a leave of absence will be given as per Clause 9.15 b).

### **9.02 BEREAVEMENT LEAVE - IMMEDIATE FAMILY**

- a) When an Employee's spouse (including common-law spouse and same sex partner), or child (including children of Employee and/or spouse, adopted, foster or ward children), the Employee shall be entitled to a bereavement period of seven (7) consecutive calendar days away from work commencing from the date of death or advice of death, but may be moved to a time which shall include the funeral date. During such period, the Employee shall be paid for those days that were scheduled to be worked.
- b) When a member of the Employee's immediate family dies, the Employee shall be entitled to a bereavement period of five (5) consecutive calendar days away from work commencing from the date of death or advice of death, but may be moved to a time that shall include the funeral date. During such period, the Employee shall be paid for those days that were scheduled to be worked.
- c) Immediate family is defined as: parents of Employee or spouse, grandparents of Employee or spouse, grandchildren of Employee or spouse, brothers and sisters of Employee or spouse and legal guardians of the Employee.
- d) If any relative of the Employee who resides permanently with the Employee or with whom the Employee permanently resides dies, the Employee shall be entitled to three (3) consecutive calendar days away from work commencing from the date of the death. Cabin Personnel shall be paid for all scheduled working days that fall within the three (3) day bereavement period.
- e) In cases where the death occurs during an Employee's vacation, paid bereavement leave will not apply unless it occurs within the last five (5) calendar days as per Clause 9.02 b), or the last three (3) calendar days as per Clause 9.02 d), at the end of the vacation period.
- f) When reasonably possible, an Employee will be allowed to take vacation or time off without pay to further facilitate attendance at the funeral or comforting of family members.
- g) With prior approval from the Director of Customer Service, an Employee may take bereavement leave at a later date if extenuating circumstances warrant.

- h) In extraordinary circumstances, such as lengthy travel time, time off with pay in excess of that specified above may be granted with approval of the Director of Customer Services.

### **9.03 BEREAVEMENT LEAVE - OTHER**

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

### **9.04 COMPASSIONATE LEAVE**

Cabin Personnel who submit a written request for a leave of absence for compassionate reasons may be granted such leave, without pay, subject to operational requirements.

### **9.05 MARRIAGE LEAVE**

Where an Employee is to be married, she shall be granted one (1) Day off with pay to be taken within a three (3) month period of the date of marriage. Such request for Marriage Leave will be made to Inflight Services with as much advance notice as possible so that every effort can be made to award the Cabin Personnel's requested date.

### **9.06 LEAVE TO AVOID LAYOFF**

In order to avoid layoffs, the Company will offer leaves of absence, without pay, for up to six (6) Months, and may offer Reduced Blocks, for up to six (6) Months, pursuant to Article B14 in order of CUPE seniority, to all Cabin Personnel. Cabin Personnel who take such leave shall continue to accrue CUPE seniority. Such leave may be extended.

### **9.07 REASSIGNMENT, MATERNITY AND PARENTAL LEAVE**

Reassignment, maternity and parental leave, shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto.

#### **a) REASSIGNMENT**

- i) An Employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to other Flights or another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child.
- ii) An Employee's request under this Article must be accompanied by a certificate of a qualified medical practitioner of the Employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

- iii) Where a request has been made by an Employee, the Company shall examine the request in consultation with the Employee and, where reasonably practicable, shall modify the Employee's job functions or reassign her to other Flights or another job.
- iv) An Employee who has made a request under this Article is entitled to continue in her current job while the Company examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence, with pay, at her regular rate of wages until the Company:
  - 1) Modifies her job functions or reassigns her, or,
  - 2) Informs her in writing that it is not reasonably practicable to modify her job functions or reassign her, and that pay shall, for all purposes, be deemed wages.
- v) The onus is on the Company to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.
- vi) Where the Company concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Company shall so inform the Employee in writing.
- vii) An Employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under this Article, and shall continue to receive the wages and benefits that are attached to that job.
- viii) An Employee is entitled to and shall **be** granted a leave of absence for the duration of the risk as indicated in the medical certificate.
- ix) An Employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty fourth (24th) week following the birth, if she provides the Company with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.
- x) An Employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two (2) weeks' notice in writing to the Company any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

- xj) The Company may only require a pregnant Employee to take a leave of absence from employment, without pay, if the Employee is unable to perform an essential function of her job and no appropriate alternative job is available for that Employee and only for such time as she is unable to perform that essential function.
- xii) The burden of proving that a pregnant Employee is unable to perform an essential function of her job rests with the Company.

**b) MATERNITY LEAVE**

Where an Employee provides the Company with a letter from a qualified medical practitioner certifying that she is pregnant, she shall be granted a leave of up to seventeen (17) weeks. Such leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.

**c) PARENTAL LEAVE**

Where an Employee has, or will have, actual care and custody of a newborn child, the Employee shall be granted a leave of absence up to **thirty-seven (37)** weeks, without pay, commencing, as the Employee elects:

- i) In the case of a female Employee:
  - 1) On the expiration of any leave of absence taken by her under Clause 9.07 b), or,
  - 2) On the Day the child is born, or,
  - 3) On the Day the child comes into her actual care and custody, and,
- ii) In the case of a male Employee:
  - 1) On the expiration of any leave of absence taken in respect of the child by a female Employee under Clause 9.07 b), or,
  - 2) On the expiration of any leave of absence taken by a female Employee who is entitled to such leave on account of her pregnancy under the laws of a province or territory, or,
  - 3) On the Day the child is born, or,
  - 4) On the Day the child comes into her actual care and custody, and,



- iii) Where an Employee commences legal proceedings under the laws of a province or territory to adopt a child or obtains an order under the laws of a province or territory for the adoption of a child, that Employee shall be granted parental leave, commencing on the Day the child comes into the Employee's care.
- iv) The aggregate amount of leave of absence that may be taken under Clauses 9.07 b) and c) in respect of a birth or adoption of any one child shall not exceed thirty-seven (37) weeks.
- v) Cabin Personnel who intend to take a leave of absence under Clause 9.07 b) or c) shall give the Company at least four (4) weeks notice in writing, unless there is a valid reason why such notice cannot be given, and indicate the length of leave to be taken.
- vi) Cabin Personnel who intend to take or are on a leave of absence under Clause 9.07 b) or c) shall give at least four (4) weeks notice in writing to the Company of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.
- vii) Cabin Personnel who intend to, or are required to, take a leave of absence under Clause 9.07 b) or c) shall, should they so request in writing, be informed in writing of every employment, promotion or Training opportunity within Inflight Services that arises during the period when the Employee is on leave of absence and for which the Employee is qualified.
- viii) Cabin Personnel who take, or are required to take, a leave of absence under Clause 9.07 b) or c) shall be reinstated to the Classification and the Base that the Employee occupied when the leave of absence commenced.
- ix) The health and disability benefits of Cabin Personnel who take, or are required to take, a leave of absence under Clause 9.07 shall continue during the entire period of the leave, provided that the requirements of 9.07 c) x) are met.
- x) An Employee taking a leave of absence under Clause 9.07 shall be required to prepay (including post-dated cheques) the Company, her share of contributions to any of the Company's benefit plans. Where an Employee does not prepay her share of contributions to the plans, as per the agreement between the Company and its insurers that each Employee must be a member of all the Company benefit packages, all group insurance coverage shall cease.

- xi) Upon her return to work, for the purpose of determining the entitlement to health and disability benefits for Cabin Personnel in respect of whom contributions have not been paid as per paragraph x) above, the employment of such Cabin Personnel shall be deemed to have been continuous with employment before the Employee's leave.
- xii) For the purposes of calculating benefits of an Employee who takes, or is required to take, a leave of absence under Clause 9.07, other than benefits referred to in paragraph c) ix) above, employment on the Employee's return to work shall be deemed to be continuous with employment before the Employee's absence.
- xiii) Notwithstanding the above, an Employee may request all previous year earned vacation that was scheduled within the period of the leave and all Statutory Holidays and carry-over Days off owed to be taken either at the commencement or end of child care leave.
- xiv) The Company shall not dismiss, suspend, lay off, demote or discipline an Employee because the Employee is pregnant, or has applied for leave of absence in accordance with Clause 9.07 or, take into account the pregnancy of an Employee to take a leave of absence from employment under Clause 9.07, in any decision to promote or train the Employee.
- xv) In situations where an Employee requires a personal leave beyond the parameters of the Maternity/Child Care Leave provisions outlined in this Article, such requests shall be granted priority over any other requests for personal leave.

## 9.08 PERSONAL

Where operational requirements permit, as determined by the Company, an Employee who submits a written request may be granted up to two (2) years leave of absence without pay, in order of CUPE seniority. Such leave shall not be unreasonably withheld. Cabin Personnel taking such leave shall continue to accrue CUPE seniority.

The following procedures shall apply to Personal Leave requests:

- a) **Duration of personal leave: one (1) Month to two (2) years:** This request will be granted no more than four (4) Months prior to the Month in which the leave will be taken. Any requests submitted greater than four (4) Months prior to the Month in which the leave will be taken, will be governed by CUPE seniority. Where Cabin Personnel submit requests within the four (4) Month period prior to the Month in which the leave will be taken, it will be processed on a first come first served basis, providing the requests are not submitted on the same Day. The Company shall forward to the Component President a copy of any LOA request that has been submitted, and shall also advise the Component President as to whether the request was approved or denied.

- b) **Duration of personal leave: less than one (1) Month:** Cabin Personnel will submit a written request no later than the bid deadline, and will bid as per Clause B3.02. Such leaves will be granted in order of CUPE seniority at the time of the Block awards. Requests made after the Blocks have been awarded will be considered for the Month in which the leave has been requested but such requests must be made a minimum of twenty-four (24) hours in advance.
- c) The Company shall grant compassionate leave before a personal leave of absence.
- d)
  - i) A personal leave of absence shall not be granted to Cabin Personnel for the purpose of working for another company.
  - ii) Permanent Cabin Personnel on a personal leave of absence must notify Inflight Services if they work for another company while on leave. If an Employee is found to be working for another company while on a personal leave of absence, without notifying Inflight Services, she shall be deemed to have resigned from First Air on her first date of work with the other company.
  - iii) The provisions of i) and ii) may be waived upon written consent of the Company and the Union.

## **9.09 EXTENSIONS**

A leave of absence may be extended, upon written request, subject to operational requirements of the Company. Extensions for personal leaves of absence shall be granted as per Clause 9.08.

## **9.10 REINSTATEMENT**

- a) An Employee shall be reinstated at her Base at the termination of an authorized leave of absence and returned to line duty.
- b) Where an Employee's qualifications will lapse prior to returning to Flight duty, the Company shall provide her with the opportunity to take required regulatory Training prior to the expiration of her leave of absence. Where an Employee fails to take such Training, she shall not be eligible for her Minimum Monthly Guarantee until such time as she is current.
- c) Where the Company does not provide the opportunity for required regulatory Training for the Employee, she shall be paid all credits missed from the date her leave of absence terminates.

### **9.11 RETURN FROM LEAVE**

Cabin Personnel taking a leave of absence for a period of more than one (1) month shall confirm in writing with the Company, at the time of going on the leave, the date of return from leave. Cabin Personnel returning early from a leave shall be built their block as per B4.05 a). Cabin Personnel, who do not return on the approved date without prior approval by the Company in writing or, without providing reasons acceptable to the Company for such delayed return, will be deemed to have resigned.

### **9.12 DOCUMENTATION**

Cabin Personnel who are on a leave of absence shall be required to provide the Company with both a current address and telephone number.

### **9.13 CANCELLATION**

The Company may cancel a leave of absence due to operational requirements with not less than fifteen (15) Days notice to the Employee by registered mail. An Employee, who fails to return to work in this case, will be deemed to have resigned.

### **9.14 FAMILY CARE DAYS**

- a) An Employee will be granted three (3) days a year of family leave at the beginning of each calendar year. Subject to the approval of the Employer, family leave will be granted to attend to the temporary care of a spouse, dependant children, parents or parents-in-law who are infirmed or disabled, or to attend to personal, medical or dental appointments. Each Employee's family leave bank shall be cleared at the end of each calendar year. There shall be no pay out of unused family leave credits. The Employer may request documentation to support the approval of a family care day.
- b) Where an Employee commences service after the beginning of the calendar year, she will receive family leave credits pro rated at one quarter (1/4) of a day per Month for each Month in which the Employee earns pay for ten (10) days or more based on the number of Months remaining in the calendar year.

TYPE OF LEAVE	DURATION	PAY INCREMENTS	VACATION SERVICE CREDITS	CUPE SENIORITY	STATUTORY HOLIDAYS	SICK LEAVE CREDITS
BEREAVEMENT (IMMEDIATE FAMILY)*	7 DAYS	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE
BEREAVEMENT (OTHER IMMEDIATE FAMILY)*	5 DAYS	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE
BEREAVEMENT (OTHER)	NOT SPECIFIED	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE
COMPASSIONATE	NOT SPECIFIED	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE	ACCRUE	ACCRUE UP TO 3 MONTHS THEN MAINTAIN
MARRIAGE LEAVE *	1 DAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE
UNION LEAVE (LONG TERM)	UP TO 3 YEARS	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE	MAINTAIN	MAINTAIN
UNION LEAVE (SHORT TERM)	NOT SPECIFIED	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE
PERSONAL	UP TO 2 YEARS	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE	MAINTAIN	MAINTAIN
MATERNITY	UP TO 17 WEEKS	ACCRUE	ACCRUE	ACCRUE	MAINTAIN	MAINTAIN
PARENTAL LEAVE	UP TO 35 WEEKS	ACCRUE	ACCRUE	ACCRUE	MAINTAIN	MAINTAIN
LEAVE TO AVOID LAYOFF	UP TO 6 MONTHS	ACCRUE	ACCRUE	ACCRUE	ACCRUE	MAINTAIN
EXTENSIONS TO ANY OF THE ABOVE	SUBJECT TO MANAGEMENT APPROVAL	MAINTAIN	MAINTAIN	ACCRUE	AS PER LEAVE (EXCEPT FOR COMPASSIONATE LEAVE WITHOUT PAY-MAINTAIN)	MAINTAIN
SICK LEAVE*	7 DAYS SICK LEAVE 3 DAYS FAMILY CARE LEAVE	ACCRUE ACCRUE	ACCRUE ACCRUE	ACCRUE ACCRUE	ACCRUE ACCRUE	ACCRUE ACCRUE
SHORT TERM DISABILITY	UP TO 17 WEEKS	ACCRUE	ACCRUE	ACCRUE	MAINTAIN	MAINTAIN
LONG TERM DISABILITY	2 YEARS OR TO RETIREMENT	ACCRUE FOR ONE YEAR (INCLUDING STD), THEN MAINTAIN	ACCRUE FOR ONE YEAR (INCLUDING STD), THEN MAINTAIN	ACCRUE	MAINTAIN	MAINTAIN
WORKERS' COMPENSATION	INDEFINITE	ACCRUE FOR 2 YEARS THEN MAINTAIN	ACCRUE FOR 2 YEARS THEN MAINTAIN	ACCRUE	MAINTAIN	MAINTAIN
LAYOFF	UP TO 48 MONTHS	MAINTAIN	MAINTAIN	ACCRES UP TO 48 MONTHS	MAINTAIN	MAINTAIN

**9.15 B) LEAVE CHART – BENEFITS**

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

\* CONTINUED PROVIDED EMPLOYEE PAYS HER PORTION OF DENTAL PREMIUM. IF EMPLOYEE DOES NOT PAY HER PORTION OF DENTAL PREMIUM, ALL OTHER BENEFIT COVERAGE IS CANCELLED DURING THESE LEAVES.

- CURRENTLY, MAXIMUM PERIOD IS FOUR (4) MONTHS.

NOTE: NOTWITHSTANDING THE ABOVE, EMPLOYEES ON LEAVE WHO WORK FOR ANOTHER COMPANY SHALL NOT BE ENTITLED TO THE ABOVE BENEFITS, AND SHALL BE DEEMED TO HAVE RESIGNED.

## **ARTICLE 10 - MEDICAL REVIEW PROCEDURES**

### **10.01 INITIATION**

Where the Company Physician makes a declaration regarding the fitness for Flight duty of any Employee that is contrary to the position of the Employee's personal physician, the Employee may initiate the medical review procedure, as set forth in Clause 10.02, within seven (7) Days of receipt of this declaration by so notifying Inflight Services in writing.

### **10.02 THIRD PARTY EXAMINATION**

Where the opinion of either physician is that the results of their respective examinations are inconclusive or conflicting in nature, the Employee may request that a mutually agreed upon disinterested qualified medical specialist be appointed to undertake a further examination. The medical specialist shall conduct her examination and shall furnish a written report of her decision to both the Company and the Employee.

The decision of the medical specialist, based on the results of her examination, shall be conclusive of the issue and not subject to any further review.

### **10.03 EXPENSES**

All costs for all examinations and reports required under this Article that are not covered by provincial or territorial health benefits or the Company's medical insurance program shall be borne by the Company.

### **10.04 FIT DECLARATION**

Where an Employee originally declared unfit for Flight duty by the Company's Physician is declared fit for Flight duty under Clause 10.02 above, the following shall apply:

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

### **10.05 UNFIT DECLARATION**

Where an Employee originally declared unfit for Flight duty by the Company's Physician is declared unfit for duty under Clause 10.02 above, she shall be treated as having been unfit for duty since the initial declaration and shall continue to be considered unfit until such time as the qualified medical specialist declares her fit for Flight duty.

## **10.06 RETURN TO DUTY**

Where the qualified medical specialist makes the determination as contemplated in Clause 10.05 above, that the Employee is fit for Flight duty, she must report for duty within two (2) Days.

## **10.07 COMPANY PHYSICIAN**

- a) The Company shall have a Company Physician(s). Where the Company requires an Employee to see a Company Physician at another Base, the Company shall bear the cost of seeing the Company Physician at another Base.
- b) Cabin Personnel shall have the right to see a male or female physician. The Employee must notify the Company if she wishes to see a particular gender of physician within forty-eight (48) hours of being notified of the request to see the Company Physician.



## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 PROCESS**

- a) It is the desire of the parties to this Agreement that grievances be settled promptly. An Employee who feels aggrieved shall first attempt to obtain a satisfactory resolution with an Inflight Services supervisor and may be accompanied by a Union representative. Upon request from the Employee, the Company will provide a response in writing to the Employee concerned. Such response shall not alter the time limits set out in Article 11.04.
- b) The Employee and the Union will be advised in writing of any disciplinary or investigatory meetings no later than forty-eight (48) hours in advance, unless otherwise agreed to by the Employee. Prior to the hearing, the Employee shall be provided with written notice of the time and date of the meeting, the reason for the meeting and the Employee's right to have Union representation present. Where a Union representative is not available, the meeting will be rescheduled at a mutually agreeable time. A Union representative shall be present at the hearing at the Employee's request. Cabin Personnel who are subject to an investigatory/disciplinary hearing, shall be paid their scheduled duties blocked, or assigned a minimum four (4) credits to attend such hearing.
- c) Where disciplinary or discharge action is contemplated and the Employee is considered a threat to the safety of passengers or crew, or when the Company and Union agree, the Employee involved may be held out of service, with pay, for up to seven (7) Days pending investigation in order to provide Management with sufficient time to investigate and consider all factors involved. The Company, with the Union's agreement, may extend this investigation period.
- d) Notwithstanding the above, the Company may contact Cabin Personnel to gather information.
- e) An Employee subject to an investigative hearing pursuant to Clause 11.01 b) shall be advised, in writing, of the outcome of any investigative hearing as soon as possible. The results will be sent in a sealed envelope to the Flight Attendant's mail folder unless the Flight Attendant advises the Company that she wishes it to be sent to her residence via courier.
- f) The Component President and the appropriate Local President shall be copied on disciplinary letters. Such documents will be sent via e-mail with a hard copy to follow.

### **11.02 ELIGIBILITY**

All differences arising out of the interpretation, application, administration or alleged violation of this Collective Agreement/Company policy and all disciplines or discharges may be grieved.

### **11.03 INITIATION**

- a) Grievances under this Article may be initiated by any Employee or group of Cabin Personnel who consider themselves aggrieved.
- b) Grievances of a general or policy nature affecting Cabin Personnel on a system-wide basis shall be identified by "SYS", and shall be initiated at Step 2.

### **11.04 TIME LIMIT**

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

### **11.05 GRIEVANCE PROCEDURE**

All grievances must be submitted, in writing, to the Director of Customer Service. The grievance must be signed by the grievor or the Union, and shall specify the following:

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

### **11.06 STEP 1**

- a) The Director of Customer Service, or her representative, shall hold a hearing within fourteen (14) Days of receipt of the grievance.
- b) All facts shall be considered and the decision must be communicated to the grievor and the Union, in writing, within fourteen (14) Days of the hearing.
- c) If a decision is not rendered within the time limits then the grievance will automatically advance to the next step.
- d) Appeals must be lodged within fourteen (14) Days of receipt of the Step 1 decision and shall be communicated to the President of the Company or her representative, in writing. Any decision not appealed shall be final.

## **11.07 STEP 2**

- a) The President, or her representative, shall hold a hearing within fourteen (14) Days of receipt of the appeal or **SYS** grievance.
- b) All facts shall be considered and the decision communicated to the grievor and the Union, in writing, within fourteen (14) Days of the hearing. If a decision is not rendered within the time limits, the grievance may advance to arbitration.
- c) The decision to proceed to arbitration must be communicated within thirty (30) Days of receipt of the Step 2 decision. Any decision not appealed shall be final.

## **11.08 TIME LIMITATIONS**

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

## **11.09 EMPLOYEE AVAILABILITY**

All Employee witnesses called by the Union or the Company shall be Flight released, subject to operational requirements, and shall be provided with positive space transportation to and from the hearing.

The grievor shall be Flight released in order to attend her grievance hearing. This shall apply to individual grievances. For group grievances Flight releases for the grievors shall be subject to operational requirements.

## **11.10 DOCUMENTATION**

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

## **11.11 PRESENTATION OF EVIDENCE**

The Employee and her Union representative shall be given the full opportunity to present evidence and make representation at all levels of this procedure. The parties shall be given full opportunity to present, examine and cross-examine witnesses brought to the hearing by either party at Step 2 and arbitration.

## **11.12 COMPANY INITIATED GRIEVANCE**

Where the Company considers itself aggrieved, it may appeal in writing to the Component President or her designate. This shall be considered Step 2 of the grievance process.

### **11.13 LOCATION**

- a) The Company shall make every attempt to hear grievances at the originating Base. However, a grievance may be conducted via conference call. Further, such a hearing may also, by mutual agreement between the parties, be conducted by other electronic means. The cost for the above-mentioned methods of communication will be borne by the Company.
- b) Grievances of a general or policy nature and identified by "SYS" shall be heard in Ottawa, unless agreed to otherwise by the Union and the Company.

### **11.14 MEDIATION**

Upon mutual agreement, the Company and the Union may mediate the grievance prior to arbitration. The cost of the mediator shall be shared equally between both parties.

## **ARTICLE 12 - ARBITRATION**

### **12.01 ELIGIBILITY**

Any grievance not settled through the grievance procedure outlined in Article 11 may be referred to a Sole Arbitrator or, subject to mutual agreement, an Arbitration Board (hereinafter referred to as the Board).

### **12.02 NOTIFICATION**

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

### **12.03 SOLE ARBITRATORS**

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

### **12.04 NOMINEES, ARBITRATION BOARD**

If the parties mutually agree to refer the grievance to an Arbitration Board, the parties shall appoint their nominee to the Board within fourteen (14) Days and shall communicate the name, address and telephone number of its appointee to the Board.

### **12.05 CHAIRPERSON OF THE BOARD**

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

### **12.06 JURISDICTION OF THE ARBITRATOR/BOARD - GENERAL**

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

### **12.07 JURISDICTION OF THE ARBITRATOR/BOARD - COLLECTIVE AGREEMENT**

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

## **12.08 ARBITRATOR/BOARD PROCEDURES**

The Arbitrator/Board shall establish its own procedure consistent with the rules of natural justice.

## **12.09 ARBITRATOR/BOARD'S DECISION**

In the case of disciplinary or discharge appeals, the Arbitrator/Board shall have the authority to determine whether the disciplinary or discharge action taken by the Company was for just cause based on the evidence in its possession at the time the Step 2 decision was rendered. The Arbitrator/Board may uphold the Company's decision, exonerate and reinstate the grievor without loss of pay and benefits, or render such other decision, as it considers just and equitable.

## **12.10 FINAL DECISION**

A decision of the Arbitrator/Board shall be final and binding on the Union, the Company and the Employee involved.

## **12.11 EMPLOYEE AVAILABILITY**

- a) All Employee witnesses called by the Company or the Union shall be Flight released, subject to operational requirements, and shall be provided with positive space transportation to and from the hearing.
- b) All Employee witnesses subpoenaed by the Company or the Union shall be Flight released, and provided with positive space transportation to and from the hearing.

## **12.12 EXPENSES**

Each party shall share the cost of an Arbitrator. In the case of an Arbitration Board, each party will bear the cost of its own nominee. The compensation and expenses of the Chairperson shall be borne equally by each party.

## **12.13 DOCUMENTATION**

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

## **ARTICLE 13 - PROBATION**

### **13.01 ELIGIBILITY**

A new Employee shall not be regarded as permanently employed until she has completed her probationary period.

### **13.02 DURATION**

Subject to Clause 13.03, the probationary period will be six (6) months calculated from the date of initial assignment to the line as an Employee, after successful completion of line indoctrination.

### **13.03 AUTOMATIC EXTENSION**

This probationary period will be extended by the length of any period of absence in excess of fourteen (14) consecutive Days.

### **13.04 EXTENSION**

The Company reserves the sole right to make any decisions regarding the retention of a probationary Employee including the right to extend the probationary period for one (1) additional three (3) Month period.

## **ARTICLE 14 - CUPE SENIORITY**

### **14.01 COMMENCEMENT**

- a) Upon successful completion of her probationary period, an Employee's seniority will date back to the first Day of initial training.
- b) In the event that more than one (1) Employee commences service on the same date, initial training class standing will determine who shall appear first on the seniority list. In the event there is a tie in initial training class standing, the seniority will be determined by lot.

### **14.02 MAINTENANCE**

Cabin Personnel who establish a seniority commencement date in accordance with this Agreement shall not lose that date, except as provided in this Agreement.

### **14.03 APPLICATION**

CUPE seniority shall govern all Cabin Personnel in case of promotion, their retention in case of reduction in force, vacation, personal leaves and leaves to avoid layoff, their assignment or reassignment due to expansion or reduction in schedules, their re-employment after release due to reduction in force and their choice of vacancies provided that the Employee's qualifications and languages are sufficient for the operation or assignment. In the event that the Employee is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish the Employee with written reason thereof and a copy of this letter shall be forwarded to the Component President of the Union.

### **14.04 SYSTEM-WIDE**

Seniority of all Cabin Personnel shall be on a system-wide basis.

### **14.05 REMOVAL FROM SENIORITY LISTS**

Any Employee on layoff of more than forty-eight (48) Months, and who is not recalled, or who is dismissed from the Company and not reinstated or who resigns, shall therefore forfeit all previously accrued seniority rights and the individual's name shall be removed from all seniority lists.



## **ARTICLE 15 - MAINTENANCE OF CUPE SENIORITY LIST**

### **15.01 CUPE SENIORITY LIST (SYSTEM-WIDE)**

The Company shall establish and maintain a CUPE seniority list (system-wide) showing for each Employee listed therein:

- a) Seniority number
- b) Name
- c) Base
- d) Seniority date as Cabin Personnel pursuant to Clause 14.01
- e) Or adjusted seniority date, if applicable
- f) Company service date
- g) Other

### **15.02 SENIORITY LIST**

#### **a) INITIAL POSTING**

Prior to February 1st in each year the Company shall post, at each Base, a copy of the CUPE seniority list (system-wide) indicating the respective CUPE seniority of each Employee as of January 1st.

#### **b) PROTESTS**

Prior to March 1st in each year, Cabin Personnel may protest, in writing, to the Director of Customer Service in respect of any purported error or omission affecting her CUPE seniority as reflected in the CUPE seniority list (system-wide) posted for such year.

#### **c) REVISED LIST**

Prior to April 1st in each year, the Company shall post and e-mail the revised CUPE seniority list (system-wide) indicating any changes resulting from any protest found to be valid.

#### **d) PROTESTS**

Prior to May 1st in each year, any Cabin Personnel whose seniority was affected by any change made to the initial CUPE seniority list (system-wide) may protest in writing to the Director of Customer Service, with a copy to the Component President of the Union.

e) FINAL LIST

Prior to June 1st in each year, the Company shall post and e-mail the final CUPE seniority list (system-wide) as of January 1st of that year.

**15.03 CUPE SENIORITY LIST (BASE)**

The CUPE seniority list (system-wide) will be divided into CUPE seniority lists (Base) and shall be distributed Monthly with each respective bid package. Each CUPE seniority list (Base) shall include the information as per Clause 15.01 a) through f).

**15.04 MEMBER PHONE NUMBERS AND ADDRESSES**

Prior to February 1<sup>st</sup> in each year, the Company will forward a copy of the CUPE seniority list to the Union including phone numbers and addresses of each Employee.

At least thirty (30) days prior to providing CUPE with this list, Inflight Services will remind Cabin Personnel in the memo book that they must notify the Company if they do not wish their phone numbers and addresses to be released to the Union.

## **ARTICLE 16 - TRANSFER TO NON FLYING/SUPERVISORY POSITIONS**

### **16.01 SELECTION**

Selection of Cabin Personnel for supervisory or non-flying positions shall be done at the discretion of the Company.

### **16.02 DURATION**

Temporary non-flying or temporary supervisory positions shall be a maximum of six (6) Months duration per occurrence and shall be governed by Clause 16.03 below.

### **16.03 CUPE SENIORITY**

Cabin Personnel transferred to a non-flying or supervisory position shall retain and continue to accrue CUPE seniority, including seniority for pay progression, for a period of six (6) Months. At the completion of the six (6) Month period, the Employee shall lose all CUPE seniority and her name shall be removed from the CUPE seniority lists.

### **16.04 TRANSFER**

When an Employee is transferred to a non-flying position, excluding a supervisory position, on account of sickness, injury, or pregnancy, she shall retain and accrue seniority for pay, vacation and CUPE seniority purposes.

### **16.05 NOTIFICATION**

The Component President shall be advised in writing of an Employee's move, in either Clause 16.01 or Clause 16.04.

## **ARTICLE 17 - FILLING OF VACANCIES**

### **17.01 ORDER**

The filling of vacancies at a permanent Base, shall be governed by the following priorities:

- a) Recall of Cabin Personnel holding "laid-off" status at the specified Base;
- b) Acting on statements of preference for Base transfer in order of CUPE seniority;
- c) Acting on bids from all Permanent Cabin Personnel, in order of CUPE seniority;
- d) Voluntary transfer of Employee surplus to requirements in order of CUPE seniority.
- e) Offer to Casual Cabin Personnel as per Article B16 in writing, in order of CUPE seniority;
- f) Recruitment of new Cabin Personnel/assignments of graduates from an initial training class.

### **17.02 STATEMENT OF PREFERENCE – INITIATION**

Cabin Personnel who desire a Base transfer shall keep a statement of preference on file with the Company stating the Base(s) in order of preference to which they desire to transfer. The Company will acknowledge receipt of the statement of preference in writing to the Employee and to the Component President unless the Employee requests in writing that the Union not be advised.

### **17.03 STATEMENT OF PREFERENCE –WITHDRAWAL**

A statement of preference may be withdrawn and may be subsequently reinstated in the same manner as outlined above with a copy to the Component President unless the Employee requests in writing that the Union not be advised.

### **17.04 STATEMENT OF PREFERENCE**

Cabin Personnel, and those on layoff, are expected to keep their statements of preference current.

### **17.05 NOTIFICATION**

Cabin Personnel shall be notified in writing when their statements of preference have been actioned. A list of transfers shall be posted for Cabin Personnel and copied to the Component President.

## **17.06 REQUEST FOR BIDS**

When no statements of preference are on file or are received at the time the vacancy occurs, the Company will publish a request for bids from Cabin Personnel willing to accept the position. If the position is not filled by bid, the qualified Employee with the least CUPE seniority may be assigned.

## **17.07 POSITION OPENING**

As per Clause 17.06, positions at Bases shall be posted as far in advance as possible at all stations where Cabin Personnel are based or positioned. Such bulletins shall state whether the position is expected to be Permanent or Temporary, the expected date of commencement of operations, the Classification and qualifications required, the number of vacancies to be filled, the Base, and a deadline date of no less than two (2) weeks after which bids will not be accepted.

## **17.08 BASE OPENING**

Any new Bases designated by the Company shall be identified to CUPE by the Company at least six (6) weeks prior to the opening of the Base.

The vacancies at the new Base shall be filled in order of CUPE seniority in accordance with the following:

- a) Acting on bids from all Permanent Cabin Personnel, and those on layoff;
- b) Offer to Casual Cabin Personnel as per Article B16, in writing;
- c) Recruitment of new Cabin Personnel/assignments of graduates from an initial training class.

## **17.09 VACANCIES**

### **a) TEMPORARY VACANCIES**

- i) A "temporary vacancy" occurs only in the circumstance where there is an increased requirement for Cabin Personnel.
- ii) A temporary vacancy shall be filled in order of CUPE seniority as follows:
  - 1) Offer to Cabin Personnel on layoff at the Base, in writing, where the temporary vacancy exists;
  - 2) Offer to Cabin Personnel on layoff at all other Bases, in writing;
  - 3) Casual Cabin Personnel as per Article B16, on a voluntary basis from the Base where the temporary vacancy exists;
  - 4) Acting on bids from all Cabin Personnel;

- 5) Offer to Casual Cabin Personnel as per Article B16 from other Bases, in writing;
  - 6) Recruitment of new Cabin Personnel/assignments of graduates from an initial training class.
- iii) An Employee accepting a temporary assignment must stay for the duration of the assignment. Upon completion of the assignment, they may exercise all rights and privileges they may have to return to their previous Base.
  - iv) A temporary vacancy that exceeds four (4) consecutive Months shall become a permanent vacancy and shall be filled in accordance with Clause 17.01.
- b) TEMPORARY VACANCIES TO COVER LEAVES OF ABSENCE
- i) A "temporary vacancy to cover a leave of absence" occurs only in the circumstance where there is a leave(s) of absence by Cabin Personnel and where the Company requires the absence to be covered.
  - ii) A temporary vacancy to cover a leave of absence shall be filled in order of CUPE seniority described in Clause 17.09 a) ii) above. This coverage shall be to a maximum of six (6) Months. Should the temporary vacancy exceed six (6) Months, the Employee covering the absence shall have the option of continuing in the temporary vacancy, or forfeiting continuance of the assignment. An Employee accepting a temporary assignment must stay for the duration of the assignment, except as stipulated in this Clause. Upon completion of the assignment, they may exercise all rights and privileges they may have to return to their previous Base.
  - iii) A temporary vacancy to cover a leave of absence shall not become a permanent vacancy and a full time position is not created, notwithstanding the provisions of paragraph a) of Article B16.

#### **17.10 COMPASSIONATE TRANSFERS**

- a) The Company and the Union agree to deal compassionately with Cabin Personnel who may, in exceptional circumstances, require a temporary transfer to a Base other than their home Base. Such temporary transfers may be granted, subject to operational requirements, to an Employee for up to three (3) Months. Extensions are subject to b), c) and d) of this Clause.
- b) Requests for compassionate transfers shall be in writing to the Component President and the Director of Customer Service.
- c) Any documents provided by Cabin Personnel to support the request for a compassionate transfer will be shared with both the Component President and the Company.

- d) Compassionate transfers are subject to the approval in writing of the Company and the Union. Decisions will then be communicated to the Employee in writing.

#### **17.11 MUTUAL BASE EXCHANGES**

Where two or more Cabin Personnel have their names on the statement of preference list, the Cabin Personnel, in order of CUPE seniority, will be allowed to exchange Bases and the transfer shall be approved by the Company. Such Base exchange shall not create a vacancy. Each Employee shall be entitled to a maximum of seven (7) Days without pay, every three (3) years, free from all duty to report to their new Base, and any moving costs shall be as per Clause 6.05 b).

## **ARTICLE 18 - REDUCTION IN FORCES – LAYOFF AND RECALL**

### **18.01 NOTIFICATION**

The affected Employee and the Union shall be notified, in writing as far in advance as possible, of any reduction in force but, in no case less than twenty-one (21) Days prior to such reduction.

### **18.02 PROCEDURE**

- a) Where it is necessary to decrease Cabin Personnel at a Base, they shall be laid off in reverse order of CUPE seniority. A laid-off Employee may replace an Employee with the least seniority on the CUPE seniority list (system-wide). She shall do so by advising the Company, in writing, within ten (10) Days of receipt of her layoff notice. The Employee shall be restricted to the new Base until recall of the laid-off Cabin Personnel.
- b) An Employee displaced, as a result of the above, may only bump the Employee with the least seniority on the CUPE seniority list (system-wide).

### **18.03 DOCUMENTATION**

Cabin Personnel who have been laid off shall file their addresses by registered mail to the Company, with a copy to the Union, and shall thereafter promptly advise the Company of any changes of address.

### **18.04 RECALL**

Recalls will be made in order of CUPE seniority, by notice sent by registered letter. The Employee concerned shall advise the Company by registered mail or email, with a copy to the Union, within fifteen (15) Days of receipt of such notice, of her intention to return. If the laid-off Employee does not return in fifteen (15) Days from the date of notice to return, or such longer period as may be mutually agreed upon, it shall be assumed that the offer for re-employment has been refused and the Employee concerned shall forfeit all future rights for recall and be deemed to have resigned.

### **18.05 VACANCIES**

If during the time of layoff vacancies arise at another Base, they will be posted and filled in accordance with Article 17.

### **18.06 CUPE SENIORITY**

An Employee on laid-off status shall continue to accrue CUPE seniority from the date of layoff for a period of forty-eight (48) months.



### **18.07 BASE CLOSURE**

Closure of an existing Base shall be identified to CUPE by the Company no less than three (3) Months prior to closure of the Base.

### **18.08 RECALL RIGHTS**

Recall rights under Article 18 shall terminate forty-eight (48) Months from the date of layoff.

### **18.09 SEVERANCE PAY**

- a) Severance pay shall be paid to any Employee covered by this Agreement who has completed one (1) or more full years of continuous employment with the Company as calculated from the Employee's date of hire. The amount of severance pay shall be as outlined in the Human Resources Policy Manual. At the time of signing severance pay is as follows:

One week's pay for each complete half year of service to a maximum of one year.

- b) Severance pay shall be paid after one year from the date of layoff, provided the Employee remains on the recall list. The payment for the amount due shall be in one lump sum. It is understood that this amount is over and above whatever other compensation is due to the Employee in accordance with this Agreement.
- c) Upon the payment of severance as above the Employee shall be terminated from the Company, except only for the purposes of recall.
- d) The Employee shall have the option of contributing her severance pay, in whole or in part, to a Registered Retirement Savings Plan, up to limits allowable under applicable income tax legislation.

## **ARTICLE 19 - GENERAL**

### **19.01 DEADHEADING SEAT**

- a) All Deadheading crew will be booked/listed on the Flight and, wherever possible, will not be required to sit on other than a regular passenger seat. Rotating Cabin Personnel shall be guaranteed travel within two (2) days of their originally scheduled rotation.
- b) Where a rotational Employee has been bumped from a Flight out of the north, she shall receive remuneration of one hundred and fifty dollars (\$150.00) for the first time bumped, and three hundred dollars (\$300.00) for each subsequent bump in that calendar year. This payment will only be made where the rescheduled Flight does not allow the Employee to return home within the same Day and requires an overnight stay, at Company cost. An Employee who has been bumped must immediately contact Crew Scheduling.
- c) Cabin Personnel shall be permitted to reschedule their deadhead at their discretion, and in doing so, they accept responsibility for accommodations and all expenses, as well as for reporting for their next scheduled duty period. Crew Scheduling must be advised of any change to itinerary. When deadheading on another carrier, Cabin Personnel must cover and make arrangements to pay any costs associated with rescheduling the deadhead. Such costs cannot be paid via payroll deduction.

### **19.02 HOSTAGE INTERNMENT**

- a) An Employee, who while lawfully engaged in Company business, becomes or is reported missing, interned or is held hostage, shall be paid her regular salary that shall be her average Monthly salary over the preceding three (3) Month period.
- b) This Monthly compensation shall be credited to the Employee's account and shall be disbursed in accordance with a written directive from the Employee. Each Employee shall execute such a directive on a form to be mutually agreed on between the Union and the Company.
- c) An Employee shall not lose any pay as a result of the hijacking of any aircraft to which she was assigned on either an operational or Deadhead basis.

### **19.03 JURY DUTY**

In the event that an Employee is required to attend jury duty or a coroner's inquest or act as a court witness or is subpoenaed, she shall be granted time off with no loss of pay. She shall, however, pay to the Company any fees paid her for such duty, excluding monies allowed by the court specifically for meals, travel or other such expenses. The Employee shall be required to provide the Company with a copy of the subpoena or letter.

#### **19.04 ORDERS IN WRITING**

All orders to Cabin Personnel involving a change in location or assignment, promotion, demotion, dismissal, layoff, disciplinary action or leave of absence shall be made in writing.

#### **19.05 PERSONAL FILE**

- a) The Company shall maintain a personal file for each Employee with a section containing all documents related to her employment performance. Upon reasonable request, the Employee may review this file with local Management present and a Union representative if requested by the Employee. Letters of discipline shall be removed from the personal file after two (2) years and may not be used in subsequent discipline or discharge, provided there have been no similar incidents within the two (2) year time limit. Any document used to advance discipline, which has not been seen by the Employee, will be removed from the Employee's personal file.
- b) Letters of complaint may be placed on an Employee's personal file only if they are relevant to a letter of discipline.
- c) Should an Employee wish to respond to any document placed on her personal file, the response shall be placed on the file and shall be removed along with the document at the end of the two (2) years.

#### **19.06 HEALTH AND SAFETY COMMITTEE**

- a) The Company and the Union agree to promote and encourage safety practices that will ensure the safety and health of all Cabin Personnel.
- b) Accordingly, the Company agrees that Cabin Personnel will be entitled to representation on the Company's Health and Safety Committee at locations where both Cabin Personnel and Committees are established, currently Edmonton, Yellowknife and Ottawa.
- c) The Company agrees to cover the cost of any Flight releases required for the Health and Safety Committee member to attend the Joint Health and Safety Committee meetings and will ensure that the Committee member will not suffer any loss of pay as a result of completing Health and Safety tasks at the direction of the Committee. Furthermore, the members of the Health and Safety Committee will be paid as per Part Two of the Canada Labour Code to carry out any Health and Safety tasks mandated by the Committee.
- d) The Company shall provide positive space passes for the CUPE Component Health and Safety Chairperson or her designate, for travel to and from Joint Health and Safety Committee Meetings.

- e) CUPE Health and Safety Representatives shall have free access to Company phones, facsimile and photocopy machines for the purposes of conducting business for the Joint Health and Safety Committee.
- f) The Company agrees to pay all costs associated with the Training of any CUPE Health and Safety Representatives to attend Health and Safety Training sessions offered by the Company.
- g) The Company may release from duty, subject to operational requirements, members of the CUPE Health and Safety Committee to attend conferences or seminars, for the purposes of Health and Safety related education. The Company shall bear the cost of up to two (2) days flight release(s) annually for a CUPE Health and Safety Committee member for this purpose. The Union shall bear all other costs associated with such Flight releases.
- h) The CUPE Component Health and Safety Chairperson or her designate shall be on the Emergency Response Call-Out list, provided access and transportation to and accommodation at, any Category "A" accident as defined in the Company Emergency Response Manual where Cabin Personnel are involved.
- i) The Company shall advise the CUPE Component Health and Safety Chairperson, or her designate, of any incident involving Cabin Personnel that must be reported to the Cabin Safety Division of Transport Canada, HRSDC, or WCB/WSIB/WSCC.
- j) The CUPE Health and Safety Chairperson or her designate may be present at the "Company debriefing" of Cabin Personnel involved in an incident. "Crew debriefings" after an incident may proceed without delay.
- k) Cabin Personnel injury reports will initiate a Hazardous Occurrence Investigation Report and will be dealt with through the Company's Hazardous Occurrence Investigation Reporting (HOIR) process. Copies of all HOIRs dealing with Cabin Personnel injuries will be sent to the Policy Health and Safety Committee and made available to the CUPE Representative on the Committee.
- l) Cabin Personnel may file concerns of a Health and Safety nature using the Company's Hazardous Occurrence Investigation Reporting (HOIR) process. Copies of all HOIRs, or line reports that are deemed to be HOIRs, of a Health and Safety nature dealing with Cabin Personnel will be sent to the Policy Health and Safety Committee and will be made available to the CUPE Representative on the Committee. All HOIRs will be responded to within the time requirement of the HOIR program, and any applicable regulatory requirement.

## **19.07 SUPERVISOR**

A supervisor shall be permitted to perform in-Flight duties in the following situations:

- a) Where draft procedures have been exhausted;

- b) Where Language Requirements are necessary, and cannot be provided by Cabin Personnel;
- c) Where Cabin Personnel Training is required; or
- d) Where a Check Ride is to be done and the Flight is full.

It is understood that supervisors do not hold seniority as Cabin Personnel and therefore will be assigned the last position on board, unless no other Employee is qualified to operate as a Purser, in which case the supervisor will be designated as such.

Where an Employee is displaced as a result of any of the above, the Employee shall not be subject to reassignment and shall receive the Blocked credits for the Flight.

#### **19.08 MINIMUM CABIN CREW COMPLEMENT**

Minimum cabin crew complement shall be as per Transport Canada regulatory requirements.

#### **19.09 LOSS OF COMPANY PROPERTY**

Cabin Personnel will not be required to pay for the loss of Company manuals and other Company property.

#### **19.10 NEW EQUIPMENT**

In the event the Company acquires a new type of aircraft, the Company will notify the Union as soon as possible and will meet with the Union no later than ninety (90) days prior to the introduction of the new aircraft. The Company also agrees to meet with the Union to discuss any procedural or service changes applicable to the new aircraft type no later than thirty (30) days prior to the line introduction of the new aircraft.

#### **19.11 CREW REST ROW**

Whenever possible, as determined by the Company, a row of seats shall be provided as a crew rest area. Any problems that arise with respect to the crew rest row will be referred to Union-Management meetings.

#### **19.12 PASSPORTS**

The Company shall assume the standard cost of an initial passport or renewal of a passport upon submission of receipts. The standard cost of visas and any other travel documentation required by the Company to complete a contract outside of its normal operations will be borne by the Company. It is the Employee's responsibility to ensure they have all required travel documentation to complete normal operations. An Employee who is not in possession of the above documentation due to the renewal

process, will not suffer any loss of pay or benefit, provided the Employee has advised her supervisor prior to submitting the passport for renewal.

Where a passport or visa requires renewal, and upon written request of the Employee, the Company shall provide within ten (10) business days, the standard cost of the application fee in advance. The Employee will ensure that properly completed expense claim forms and applicable receipts are submitted to the Company within ten (10) business days.

### **19.13 MEAL BREAKSONBOARD**

The Employee shall be given fifteen (15) minutes on board the aircraft for the purposes of eating, on Flight legs where the passengers are served a meal.

### **19.14 PLANE CLEANING**

Cabin Personnel at station stops, where groomers are unavailable will only be required to cross seat belts, pick up garbage, blankets and newspapers and replace soiled head ties. It is understood that safety-related duties shall take precedence over performing these duties. Where a meal break as per Article 19.13 is not able to be taken due to the service requirements of a Flight, Cabin Personnel shall not be required to perform these Plane Cleaning duties until they have taken time to eat their meal on the ground.

### **19.15 UNFIT FOR DUTY**

Where the Manager of Cabin Safety has deemed a Flight Attendant unfit for duty due to lack of knowledge, or qualification, she shall be removed from line-duty, without pay, and required to attend one additional training session with the Manager of Cabin Safety or her designate. Cabin Personnel shall have the right to have a Union Representative present for any meeting regarding their competency, as well as all subsequent training sessions.

### **19.16 LEGAL COUNSEL**

The Company agrees to provide legal services, free of charge, to a Cabin Attendant subject to legal proceedings initiated by someone who does not have employee status, as a result of an incident that occurred while the Cabin Attendant was on duty working for the Company or due to a consequence of duty. This rule will also apply to the estate of a Cabin Attendant subject to legal proceedings resulting from an incident that occurred when the Cabin Attendant was on duty. The Company will not be obliged to provide such services when the Cabin Attendant has been found guilty of willful misconduct, criminal negligence or a serious offence.

## **ARTICLE 20 - UNION-MANAGEMENT MEETINGS**

### **20.01 PURPOSE**

The Union and the Company agree to hold informal meetings at least quarterly to discuss matters of mutual interest.

### **20.02 LOCATION**

At least once per year meetings shall **be** held in Edmonton or Yellowknife. All other meetings may be held in Ottawa.

### **20.03 AGENDA EXCLUSIONS**

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

### **20.04 AGENDA**

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

### **20.05 EXPENSE**

Union members who sit on the Union-Management Committee will suffer no loss of pay and the cost of such will be as per Article 21.

### **20.06 JOINT MEMO**

Within ten (10) Days of the Union-Management meeting, a joint memo will be distributed to all Cabin Personnel. This memo will provide a summary of the items discussed at the meeting. This provision shall not preclude the Union from issuing a Union memo to employees.

## **ARTICLE 21 - UNION BUSINESS**

### **21.01 UNION LEAVE – LONG TERM**

Where operational requirements permit, an Employee may be granted a leave of absence, without pay, for up to three (3) years to accept a full time position as an Officer of the Union, or full-time or part-time CUPE representative. Such leave will be requested in writing to the Director of Customer Service and copied to the Component Executive, and such requests for leaves will not be denied unreasonably. This leave may be extended upon written request. If such an Employee returns to a position within the scope of this Agreement, she will be entitled to a position at her last Base, subject to her seniority.

Pass privileges shall be maintained for the duration of the leave and her CUPE seniority shall continue to accrue.

### **21.02 UNION LEAVE – SHORT TERM**

- a) Where operational requirements permit, an Employee may be granted a leave of absence to perform Union business.
- b) All Flight releases for these leaves must be requested in writing and signed by the Component President, or her designated representative, and confirmed in writing by the Company.
- c) The Company will pay the Employee all originally scheduled pay credits (including NTO's) affected by such Union leave and the Union will reimburse the Company for all costs associated with such leave as per Clause 21.03 and Clause 21.04, except as provided in this Agreement.
- d) It is also understood that such requests for leaves **will** not be denied unreasonably.

### **21.03 UNION LEAVE PER EACH YEAR**

The Company will assume the cost of Flight releases for three hundred fifty (350) credits per calendar year for dealing with Union business. This amount will be increased to four hundred (400) credits for the final year of the Collective Agreement. These credits will be placed in a bank at the beginning date of each year of this Collective Agreement, and any unused credits may be carried over to the following year. The cost of Flight releases taken by CUPE after the three hundred and fifty (350) credits have been exhausted shall be billed to CUPE four hundred (400) credits in the final year of the Collective Agreement).



## 21.04 CALCULATION OF CREDITS

The following methodology will be used to deduct from the Flight release bank in 21.03 above, or to calculate what is to be billed to CUPE once that bank has been exhausted.

a) FULL MONTH RELEASE

The total credits in the "Blind Bid Block", including all applicable premiums, will be deducted or billed.

b) LESS THAN A FULL MONTH – FLYING BLOCK

Only the Blocked credits, including all applicable premiums, for each Day of release will be deducted or billed.

c) LESS THAN A FULL MONTH – RESERVE BLOCK

- i) Credits will not be deducted or billed for a Reserve Day unless the Union Officer goes over her Minimum Monthly Guarantee. Where a Union Officer goes over her MMG, any overage will be deducted or billed to a maximum of 4.2 credits per Reserve Day released.
- ii) All applicable premiums will be deducted or billed, regardless of whether or not the Union Officer is under or over her MMG.
- iii) Credits shall be deducted or billed for any draft premium credits paid to an Employee covering such Union leave.

d) In the event that operational requirements prohibit the authorization of a Flight release, and the Employee agrees to hold Reserve in lieu of a release, the difference between the scheduled credits of the Union Officer and the scheduled Reserve credit will be deducted or billed. The Union Officer holding Reserve will be last to be called in, after all other Cabin Personnel at that Base.

e) The Company will provide the Component President and the Component Secretary Treasurer with a Monthly statement, detailing the credits used and the balance remaining.

## 21.05 BILLING TO CUPE

The Company will provide the Component President and the Component Secretary-Treasurer with a Monthly statement, itemizing costs incurred as above.

- a) The Union has fourteen (14) Days from receipt of the statement, to dispute in writing any irregularities.
- b) The Company agrees to meet with the Union to resolve any irregularities within fourteen (14) Days of written notification.

- c) All invoiced amounts, not in dispute or resolved in b) above, will be paid within ninety (90) Days from the date of receipt of invoice.
- d) Any monies owed to the Company in c) above, that are not paid within ninety (90) Days from the date of receipt of invoice, will be deducted from the Union dues collected by the Company.

## **21.06 UNION LEAVE – UNION-MANAGEMENT MEETINGS**

In addition to the Flight releases in 21.03, the Company agrees to pay the full cost of Flight releases for up to five (5) of the Union Officers as listed in Article 21.08 a) to attend Union-Management meetings, and the necessary releases for travel to and from. These travel days must be scheduled within forty-eight (48) hours prior to and/or after the day of the Union-Management meetings.

## **21.07 UNION LEAVE – HEALTH AND SAFETY MEETINGS**

In addition to the Flight releases in 21.03, the Company agrees to cover the cost of any Flight releases required for the Health and Safety Committee member to attend the Joint Health and Safety Committee meetings and will ensure that the Committee member will not suffer any loss of pay as a result of completing Health and Safety tasks at the direction of the Committee.

## **21.08 UNION TRAVEL**

- a) The following Union executives of the CUPE-First Air Component shall be entitled to "positive space" passes on First Air for travel to Union-Management meetings pursuant to Article 20, or for grievance hearings pursuant to Article 11.
  - i) Component President
  - ii) Component Vice-president
  - iii) Component Secretary-Treasurer
  - iv) Local 4040 President or her designate
  - v) Local 4021 President or her designate
- b) The Company shall provide "positive space" passes on First Air for a maximum of five (5) Cabin Personnel who are representatives of the Union for travel to Company/Union collective bargaining sessions.
- c) Cabin Personnel may use their allotted "space available" passes on First Air for travel to participate in Union business.
- d) The CUPE National Representative, or her designate, assigned to the First Air Component shall be entitled to "positive space" passes on First Air for travel to Union-Management meetings pursuant to Article 20, or for grievance hearings pursuant to Article 11, or any First Air Component Union business.
- e) The Union Component President shall be entitled to "positive space" passes on First Air for travel to attend Local meetings to a maximum of four (4) times a

year; where it is not possible for the Union Component President to travel on First Air within one (1) day, the Company will split the cost of air travel on a 50/50 basis.

- f) The Company shall provide "Positive Space" passes on First Air between YEG and YZF to the Local President of 4021, between YOW and YFB to the Local President of 4040 to hold meetings away from their base up to a maximum of four (4) times per year. (Note: For example if the Local President resides in YEG, they will be provided with passes to hold the YZF meetings).

### **21.09 MEETING**

The Union shall have the right to meet formally and speak with new hires on the last Day of initial training prior to line indoctrination. The Company will ensure that time is provided to the Union for this meeting. The Company will provide up to two (2) positive space passes on First Air for the Union Officers to attend such meeting. The Union Officers will include up to two (2) Component Officers and the Local President(s) or designate from the Base at which the new hires will be employed.

### **21.10 DEDUCTION OF UNION DUES**

- a) The Company shall deduct, every Month, from wages due and payable to each Employee coming within the scope of this Agreement, an amount equivalent to monthly Union dues in such amount as may be decided by the Airline Division of CUPE bylaws.
- b) Deductions shall commence on the payroll for the first pay period of the calendar Month following completion of thirty (30) consecutive Days of service under this Agreement.
- c) Only payroll deductions now or hereafter required by law, and deduction of monies due or owing the Company, shall be made from wages prior to the deductions of dues.
- d) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union as may be mutually agreed by the Union and the Company not later than fifteen (15) calendar days following the pay periods in which deductions are made. The statement of dues deductions from individuals will list the following: pay period, Employee's name, Employee number, Employee's Base, gross earnings and dues deducted.
- e) Where an error occurs in the amount of any deduction of dues from an Employee's wages, the Company shall adjust it directly with the Employee. In the event of any mistake by the Company in the amount of remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted shall terminate at the time it remits the amount deducted.

- f) The Union shall indemnify and save harmless the Company from any losses, damages, liabilities or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payroll.

#### **21.11 COMPANY MAILBOXES/MAIL FOLDERS/BULLETIN BOARD**

The Union may use the Company mailboxes/mail folders to communicate with its members, with a copy provided to the Company. Use of Company e-mail may be used to distribute communication such as newsletters and updates. In cases where an Employee directs e-mail to an Officer of the Union, the Officer may respond to the individual using the Company e-mail system. Use of the e-mail system is subject to the Company's Electronic Communications & Internet Usage Policy. A bulletin board shall be provided at each Base for the use of the Union.

## **ARTICLE 22 - HUMAN RIGHTS CLAUSE**

### **22.01 DISCRIMINATION**

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

### **22.02 HARASSMENT**

The Company recognizes the right of all Cabin Personnel to employment free of harassment, as outlined in the Company's –"Respect at Work" – Anti-Discrimination & Harassment Policy (Section 27 of the Human Resources Policy Manual). All matters concerning harassment will be dealt with in a confidential manner as described in the Policy.

A complainant or alleged harasser may have a Union representative present at any interviews related to this policy.

Complaints filed under the above-mentioned policy will be processed in a timely manner.

The Company agrees to consult with the Union prior to any changes to the Company's "Respect at Work" – Anti-Discrimination & Harassment Policy.

## **ARTICLE 23 - SAVINGS CLAUSE**

### **23.01 LEGAL OBLIGATION**

Should any Article or provision, or part of this Agreement be void by reason of being contrary to the law, the remainder of this Agreement shall not be affected thereby.

### **23.02 COMPANY OBLIGATION**

Where the provisions of this Agreement are in conflict with Company regulations, the provisions of this Agreement shall apply.

## **ARTICLE 24 - SUCCESSOR RIGHTS**

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

**ARTICLE 25 - DURATION OF AGREEMENT**

**25.01 EFFECTIVE DATES**

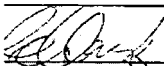

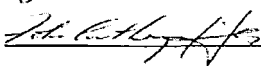
The term of this Agreement shall be three (3) years and three (3) months commencing on January 1<sup>st</sup>, 2011 and the terms herein shall become effective upon ratification and shall continue in full force and effect until March 31<sup>st</sup>, 2014. Retroactivity for pay purposes will be based on actual credits earned during the period of retroactivity, calculated from January 1<sup>st</sup>, 2011. This payment shall be paid by separate itemized cheque no later than the end of the Month following ratification. No other provision of this Agreement shall have retroactive application. Changes to Article 5.01 a) shall become effective the first Day of the Month following ratification.

**25.02 DURATION**

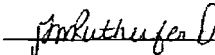
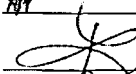


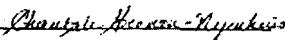
This Agreement shall remain binding from year to year thereafter, unless notification in writing to reopen this Agreement is served by either of the parties hereto, such notification to be served no later than ninety (90) days prior to the expiration date in any year. In the event notice is given of intended changes, this Agreement shall remain in full force and effect while negotiations are being carried on for the agreement of the new Agreement. The parties agree that there shall be no strike or lockout during the term of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE 9th DAY OF September, 2011 AT OTTAWA, ONTARIO.

**FOR BRADLEY AIR SERVICES  
c.o.b. FIRST AIR**

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**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEE**

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## **THE BLOCK RULES**

### **ARTICLE B1 - OBJECTIVES**

#### **B1.01 OBJECTIVES**

The fundamental objectives of the Block Rules are as follows:

- a) To provide an orderly method of Flight assignment consistent with the principles of efficient and cost-effective operation and the principles of seniority as set out in this Agreement.
- b) To provide Cabin Personnel with the rest required for the performance of their duties.
- c) To provide coverage for all Flights in a direct and efficient manner.



## **ARTICLE B2 – DURATION**

### **B2.01 REVISIONS**

The Block Rules shall be subject to revision by agreement between the Union and the Company.

### **B2.02 DISCUSSION**

The Union or the Company may reopen the Block Rules for discussion at any time upon written notice

### **B2.03 CONTINUITY**

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

## **ARTICLE B3 - REGULATIONS GOVERNING SCHEDULING AND BLOCKS**

### **B3.01 BLOCK PREPARATION**

- a) The Block Rules outlined in this Agreement shall be used in the establishment and preparation of the Blocks.
- b) Blocks will include Guaranteed Days Off, Reserve Days, Flights/Flight Pairings, Language Requirements when applicable, Classifications, Training, and Purser meetings

### **B3.02 DISTRIBUTION OF BLOCKS**

- a) The Company will furnish all Cabin Personnel with a copy of the bid package by the fourteenth (14<sup>th</sup>) of the Month, at noon local time. If after this date there are any additions to the known flying, these additions must be distributed to Cabin Personnel via email for the purpose of bidding. This deadline may be extended by mutual agreement between the Union and the Company.
- b)
  - i) The bid package will contain all known and confirmed flying, training, Purser meetings, a copy of the Preferential Bid Form, and any pertinent information pertaining to Company operations in the coming month.
  - ii) No later than the 15<sup>th</sup> of each month, Inflight Services shall distribute a current vacation calendar and seniority list, in accordance with Articles 7.11 and 15.03, to all Cabin Personnel.
- c) Where an Employee will be away from home Base while on duty at the time the bid package is distributed to Cabin Personnel, the Company agrees to fax the bid package to Cabin Personnel upon request, to the fax number provided by the Employee.

### **B3.03 KNOWN FLYING**

All flying, Training, and Purser meeting dates that are confirmed and known for the Month will be Blocked.

### **B3.04 RESERVE**

Reserve Days will be Blocked and designated by an "R".

### **B3.05 REVISIONS**

- a) Whenever possible, revisions to Pairings will be done prior to bidding periods. An addition of a Flight or part thereof to a scheduled Flight/Flight Pairing will only occur with minimum one (1) week's notice to the Employee, prior to the Flight date.

- b) Prior to the Blocks being awarded, the Company shall distribute the changes via Company e-mail. A copy of such changes will be faxed and/or e-mailed to any Cabin Personnel away on Company business and the Component President.
- c) After the Blocks have been awarded, the affected Cabin Personnel shall be contacted by the Company (including Cabin Personnel away on Company business) and a copy of such changes faxed and/or emailed to the Component President. The Company will send out the revised blocks with these changes to respective base. Cabin Personnel may contact their supervisor to discuss such changes to their Blocks.
- d) Revisions to scheduled departure times may occur at any time during the Month. In the case where this revision occurs after the Block awards, affected Cabin Personnel will be notified of the change. Such change will not be considered a reassignment. Cabin Personnel are to contact their supervisor should there be an issue with the revision.

### **B3.06 BLOCK CREDITS**

Whenever possible, Blocks will be built between seventy-five (75) and ninety (90) credits per Month.

### **B3.07 GUARANTEED DAY OFF**

- a) All Blocks will indicate Guaranteed Days Off. These Days shall be identified by a slash "/" and at least six (6) of these Days shall be scheduled in periods of not less than forty eight (48) hours duration. Requested GDO's will be identified by a double slash "//".
- b) Blockholders shall receive a minimum of eleven (11) Guaranteed Days Off per Month, subject to Clause B4.10 for partial Months.
- c) Reserve Blockholders shall receive a minimum of thirteen (13) Guaranteed Days Off per Month, subject to Clause B4.10 for partial Months.
- d) Six (6) Days will be consecutively scheduled and identified by an "X" and will be considered as "Inviolate" Days. The remaining seven (7) Days will be scheduled in periods of no less than forty eight (48) hours and will be identified by a slash "/" or double slash "//".
- e) Where a flying with added reserve Block is built and contains three (3) or fewer Flights, the Block will be built in accordance with Reserve Blockholders rules as per Article B3.07 c) and d).

### **B3.08 REPLACEMENT OF A GUARANTEED DAY OFF**

- a) Where an Employee loses a Guaranteed Day Off in any Month, it shall be replaced at the earliest possible time but no later than one **(1)** Month from said Guaranteed Day Off and the Employee will be advised by Company e-mail followed by any other suitable method. The replacement Day may be a Reserve Day, or a Gray Day subject to operational requirements and the Employee's mutual agreement. Such replacement day may be a Flight if the Company is unable to replace the Guaranteed Day Off on a Reserve Day or a Gray Day. Such Day shall be paid in accordance with Clause 5.01.
- b)
  - i) Where a Guaranteed Day Off lost is one of the six (6) referred to in Clause B3.07 a), such replacement Day must be scheduled to provide for a period of not less than forty-eight **(48)** hours free from duty.
  - ii) Where an Employee loses an Inviolable Day as referred to in Article B3.07 d), due to a late inbound Flight or irregular operation, such replacement day must be rescheduled at the end of the remaining Inviolable Days.
- c) The foregoing is not applicable where Open Flying is awarded.

### **B3.09 MONTHLY ACTIVITY RECORDS**

A record of each Employee's accumulated Monthly activity shall be maintained by the Company and made available to the Employee concerned, on request.

### **B3.10 MONTHLY FLIGHT TIME LIMITATION**

Where an Employee has exceeded one hundred (100) Flight credits in a Month, excluding Open Flying as per Article B8, the Employee shall not be required to operate the remainder of her Block.

The Employee shall request the release, in writing, not later than forty eight **(48)** hours prior to the check-in time of her next scheduled Flight.

### **B3.11 BLOCKING COMMITTEE**

- a) In its advisory capacity, the Union Blocking Committee's objective will be to make recommendations to the Company in order to maximize Block/Pairing building efficiencies. This **will** also include recommendations and concerns brought forward by Cabin Personnel regarding hotel accommodations and transportation. Any issues not resolved will be brought forward at Union-Management meetings.
- b) The Union will provide the Company with the names of their Blocking Committee Chairperson(s) and Committee Members (if applicable), for each Base.

- c) Once the bid package has been distributed to all Cabin Personnel, the Union Blocking Committee shall advise the Company of any errors or omissions.
- d) When requested by the Union, the Department of Inflight Services shall provide the Component Secretary/Treasurer, or her designate, with a copy of all proposed and actual Blocks upon the completion of each Month.
- e) The Union Blocking Committee shall provide the Company with recommendations for improving the Blocks for subsequent Months.
- f) When requested by the Union, the Company agrees to Flight release the Blocking Committee Chairperson(s), or her designate, where operational requirements permit.
- g) The Company agrees to provide the Blocking Committee Chairperson(s) or her designate with passes as per Clause 21.08.
- h) The Company agrees to release and pay for the designated Union Officer(s) to attend the building of the PBS Block each month. Said designated Union Officer(s) shall be jointly responsible with the Company to ensure that the blocks are built in accordance with the provisions of the Collective Agreement. This provision shall not preclude the Union from filing a Grievance as per Article 11.

## **ARTICLE B4 – BLOCK BIDDING AND AWARDING**

### **B4.01 BLOCK AWARDS**

CUPE seniority, as set out in this Agreement, will govern the awarding of Blocks.

### **B4.02 BLOCK BUILDING PROCESS**

All Cabin Personnel eligible to hold a Block for the following Month will be permitted to submit a Block Preference Sheet by the 19<sup>th</sup> of the month prior by 23h59.

Crew Planning will build individual Blocks for each Cabin Personnel taking into consideration their Block Preference Sheet and in accordance with CUPE seniority.

Crew Planning will make all reasonable efforts to honor the preferences indicated on the Cabin Personnel's Block Preference Sheet. Preferences must be written on the approved Block Preference sheet. The Company retains the sole right to assign Flights to ensure all flights are covered in accordance with B1.01. Blocks must be built legally as per the Blocking Rules contained in this Collective Agreement.

### **B4.03 BID**

Cabin Personnel shall submit bids in writing, before the closing date and time, to Crew Planning. Telephone bids will not be accepted. Faxed or emailed bids to the Company's dedicated email address will be accepted. Company facsimile machines may be utilized for this purpose.

### **B4.04 BID BY PROXY**

An Employee who is absent during the bid period may authorize another person to submit a written bid on her behalf. The proxy bid will be signed by the proxy bidder and shall be binding.

### **B4.05 RETURN TO DUTY**

- a) Where an Employee is returning from short term disability, long term disability, workers' compensation, maternity/parental leave, or early from any leave of absence, she must notify her supervisor prior to the thirteenth (13<sup>th</sup>) of the Month of her intention to return to flying duties the next Month. Where an Employee notifies the Company after the thirteenth (13<sup>th</sup>) of the Month, she shall be built a Reserve Block within Classification. In Months where there is more than one (1) Employee within the same Classification affected by such, seniority shall govern when assigning these Blocks.
- b) Where new hires are hired during a Block Month and are undertaking Flight duties within such Month, they shall be built a Reserve Block.

#### **B4.06 ERRORS**

Errors discovered after the Blocks are published, distributed and/or awarded will be corrected in a manner consistent with this Agreement. Affected Cabin Personnel shall be notified as soon as possible after the error is corrected.

#### **B4.07 LATE BID**

- a) A bid submitted after a bid deadline shall be accepted but shall not be considered until all bids submitted before the deadline have been exhausted.
- b) An Employee who submits an invalid bid or does not bid at all shall be built a Block.

#### **B4.08 BLOCK DISTRIBUTION**

Distribution of the Blocks shall occur **as soon as possible** but no later than the 23<sup>rd</sup> of each month at 23:59.

#### **B4.09 AWARD POSTING**

Block awards will be distributed via e-mail. Block awards shall be faxed to Cabin Personnel away on Company business upon request.

#### B4.10 PRORATION FOR PART MONTHS

\* Applicable to Months in which an Employee takes vacation. Vacation credits and Statutory Holiday credits shall not be considered for the purpose of calculating overtime credits.

Days Available	MMG	11 GDOs	13 GDOs	Inviolate Days	Overtime Threshold*
0	0	0	0	0	0
1	2.5	0	0	0	3
2	5	1	1	0	6
3	7.5	2	2	0	9
4	10	2	3	0	12
5	12.5	2	3	0	15
6	15	3	4	1	18
7	17.5	3	4	1	21
8	20	3	4	1	24
9	22.5	4	5	2	27
10	25	4	5	2	30
11	27.5	4	5	2	33
12	30	5	6	3	36
13	32.5	5	6	3	39
14	35	5	7	3	42
15	37.5	6	7	3	45
16	40	6	7	3	48
17	42.5	6	8	4	51
18	45	7	8	4	54
19	47.5	7	9	4	57
20	50	7	9	4	60
21	52.5	8	10	5	63
22	55	8	10	5	66
23	57.5	8	10	5	69
24	60	9	11	5	72
25	62.5	9	11	5	75
26	65	9	12	5	78
27	67.5	10	12	6	81
28	70	10	12	6	84
29	72.5	11	13	6	87
30	75	11	13	6	90
31	75	11	13	6	90

#### B4.11 PAIRING OVERLAP

Where a Pairing operating through the end of one Month into the beginning of the next is disrupted by the application of these Block Rules, the assignment of the overlapping Pairing shall be allocated by Crew Scheduling in a manner least disruptive to Company operations and the Cabin Personnel shall be subject to reassignment as per Article B9.



## **ARTICLE B5 – DRAFT PROCEDURES**

### **B5.01 DRAFT DEFINITION**

a) **INVOLUNTARY DRAFT**

The involuntary assignment of an Employee to duty on a Guaranteed Day Off or Gray Day. An Employee may be drafted on a Gray Day, but such draft is not subject to draft pay. A draft can take place no earlier than 1700 hours the Day prior to a Guaranteed Day Off, unless such draft is the result of a call-out to operate a Pairing.

b) **VOLUNTARY DRAFT**

Cabin Personnel may bid for voluntary draft indicated in the open flying list or for open flights that may come available in the future. This bid may be for a month or part thereof. The Company shall maintain a voluntary draft list. Once awarded Cabin Personnel shall be deemed to be scheduled on the flight.

### **B5.02 DRAFT SEQUENCE**

- a) Cabin Personnel on the Voluntary Draft List in reverse order of CUPE seniority (Base), within Classification.
- b) Blockholders in reverse order of CUPE seniority (Base), on a Gray Day, within Classification.
- c) Blockholders in reverse order of CUPE seniority (Base) on a GDO, within Classification.

### **B5.03 DRAFT COMPULSORY**

An Employee shall not refuse a draft for reasons of personal convenience. The Company shall be responsible to provide transportation to and from the airport at the Employee's request, or the Employee may elect to claim transportation allowance as per Clause 6.04 b).

### **B5.04 REPAYMENT OF GUARANTEED DAYS OFF AND CREDITS**

- a) Where Cabin Personnel are drafted on a Guaranteed Day Off with a return Flight on a GDO both Days shall be repaid as per Clause B3.08 and Cabin Personnel shall receive draft pay as per Clause 5.03 for all credits earned for both Days.
- b)
  - i) Where Cabin Personnel on Reserve operate a Flight that returns on a GDO(s), Cabin Personnel shall have the GDO(s) repaid as per Clause B3.08 and shall receive draft pay as per Clause 5.03 for all credits earned on the GDO(s).

- ii) Where Cabin Personnel on Reserve operate a Flight that returns on an Inviolate Day(s) (due to unforeseen circumstances – weather, mechanical), Cabin Personnel shall have the Inviolate Day(s) repaid as per Clause B3.08 and shall receive draft pay as per Clause 5.03 for all credits earned on the GDO(s).
- c) Where Cabin Personnel are operating a Flight that was scheduled to return without interfering with GDO(s) and the Flight is subsequently delayed causing the Flight to operate into a GDO, this shall not be considered a draft and the GDO shall be repaid as per Clause B3.08.

## **ARTICLE B6 – DUTY PERIOD**

### **B6.01 DUTY PERIODS**

- a) A duty period shall commence one **(1)** hour prior to scheduled departure/deadhead at all Bases.
- b) A duty period shall continue until:
  - i) fifteen **(15)** minutes after ramp arrival of the flight operated or Deadheaded or;
  - ii) until the last passenger deplanes the aircraft as noted on the IFS Report or;
  - iii) actual arrival at the airport or hotel in the case of a Deadhead by surface transportation or;
  - iv) for a period of thirty (30) minutes after the arrival at the gate of a flight where customs clearance is required.
- c) Due to a late inbound flight, where legal crew rest cannot be taken as per their published scheduled Block, Cabin Personnel shall be removed from their next scheduled Flight or Flight Pairing, whenever it is operationally possible to replace them. Every effort will be made to accommodate the removal from the next duty period. Cabin Personnel shall be required to contact Crew Scheduling on arrival to confirm loss of Flight. Should they not be able to be replaced, the reporting time will be adjusted so that the Employee would arrive at the airport at the adjusted reporting time, at which time the duty period would commence. In this case, the Employee's duty period will be credited one **(1)** hour prior to departure.

### **B6.02 REVISION I N REPORTING TIME**

Where a delay is anticipated in a Flight/Flight Pairing, Cabin Personnel will be notified and the following will apply:

- i) When an Employee is notified before leaving her rest facility, the beginning of the duty period is delayed according to the new Flight departure time or the Deadhead to which she was assigned, up to a maximum of three (3) hours. Should the delay exceed three (3) hours, the duty period is considered to have started three (3) hours after the initial time, which the Employee was to report for duty. In either case the duty period must not exceed the language set out within this Agreement.
- ii) When an Employee reports for duty without having been notified of the delay, the duty period shall begin at the original time at which the Employee was to report for duty. In this case, the duty period must not exceed the language set out within this Agreement.

### **B6.03 MAXIMUM D U N PERIOD**

- a) The maximum scheduled duty period shall be fourteen (14) hours.
- b) The maximum duty period shall be seventeen (17) hours. Cabin Personnel shall not work in excess of this limitation.
- c) The duty period in a) and b) above may be extended in order to Deadhead Cabin Personnel home after a Flight.
- d) Where the flight crew (pilots) is replaced due to unforeseen circumstances (ie: weather, mechanical), Cabin Personnel shall also be replaced at stations where Flight Attendants are available.

### **B6.04 PREMIUM FOR EXCESS D U N**

Cabin Personnel on duty in excess of fourteen (14) hours will be paid a premium equivalent to one half (1/2) times her regular rate of pay for all credits earned in excess of fourteen (14) duty hours. This shall not include any deadhead time. This premium shall not count toward overtime.

An Employee who exceeds the maximum scheduled duty period, as defined in B6.04 a), upon returning to her home Base may request from Crew Scheduling either a taxi ride home and a taxi ride back to the airport the next day in order to pick up her car, or a hotel room in which to overnight. Crew Scheduling or their designate shall decide on the appropriate course of action. In the case of a taxi, the Employee shall submit an expense claim, with receipt. In case of a hotel, Cabin Personnel shall receive their home Base crew rest as per Article B7.01a).

### **B6.05 TRAINING D U N**

No period of Training shall be more than ten (10) hours in any Day. Where Cabin Personnel are required to deadhead to the training location on the same day, no period of Training shall be more than eight (8) hours on that Day.

### **B6.06 CALL-IN PROCEDURE**

- a) Cabin Personnel will be required to call in between four (4) and two (2) hours prior to departure from home base. Cabin Personnel will not be required to call in after a duty period. Cabin Personnel will be required to call in after a duty period while assigned to operate flights out of Iqaluit as per LOU #2.
- b) Failure to fulfill this requirement will result in Crew Scheduling placing a call to the Employee; this call will be to her primary contact number or alternate number on file. An Employee shall be replaced if she cannot be contacted and she will not have claim to the duty hours missed.

If unavailable, Cabin Personnel shall contact Crew Scheduling as soon as possible.

## ARTICLE B7 – REST PERIODS

### B7.01 MINIMUM DURATION

Rest Periods shall be of the following minimum duration:

- a) Home Base                                      Eleven (11) hours
- b) Away from home Base                      Nine (9) hours
- c) After Training                                As per a) and b) noted above

NOTE \*\* Rest periods do not include the fifteen (15) minutes after ramp arrival or as per Article B6.01b, and the one (1) hour prior to the next departure (show time).

i.e.

- When working a flight at your home base, that returns at 1645, you are off duty at 1700 (1645 + 15 minutes).
- Your crew rest starts at 1700 for the next continuous 11 hours. (ending at 0400)
- The Company can contact you after 0400
- You can show for work at 0500 (one hour prior to departure) for a departure at 0600.

### B7.02 INTERRUPTION

Minimum Rest Periods may not be interrupted, except for the purpose of conducting a medical emergency Flight. When a minimum Rest Period has been interrupted, the Employee shall be considered to be on continuous duty until she receives the minimum legal Rest Period.

### B7.03 CREW REST FACILITIES

The following facilities will be provided for crew rest while on layovers:

- a) LAYOVERS WHERE LEGAL CREW REST CANNOT BE PROVIDED:

<b>Up to 3 hours and 59 minutes</b>	No specific facilities
<b>4 hours to 8 hours</b>	1 large group lounge for Cabin Personnel, where local facilities exist, or a suite, gender specific, for Cabin Personnel where a large group lounge is not available.
<b>Over 8 hours</b>	A single hotel room, where local facilities exist.

\*An on-duty layover period shall be from "block in" to "block out",

- b) LAYOVERS WHERE LEGAL CREW REST IS PROVIDED:

Single hotel room, where local facilities exist.

- c) ~~As~~ used in a) and b) above, "where local facilities exist" means that the Company will book single hotel rooms for Cabin Personnel whenever and wherever possible. It is understood that where single rooms are not provided, male and female Cabin Personnel shall not be expected to share a room with each other or any other Company personnel of the opposite sex.

#### **B7.04 PROVIDING OWN ACCOMMODATION**

When the Company is required to provide an Employee with hotel accommodations for legal crew rest between duty assignments away from her Home Base or operational base, and the Employee is able to provide her own accommodation, the Company will reimburse the Employee with forty-five dollars (\$45.00) per night. This reimbursement will only occur if:

- a) the accommodation has not been arranged in Company provided housing or a related establishment, and
- b) the Employee has notified Crew Scheduling of her intent to provide her own accommodation prior to the hotel being booked; or
- c) in the event that the room has already been booked by Crew Scheduling, that the Employee provide written proof to Crew Scheduling that the room was cancelled by the Employee and that no cost is incurred to the Company.

Cabin Personnel shall be responsible to provide Crew Scheduling with all applicable contact information at the alternate accommodation. Cabin Personnel shall be responsible to cover the costs for all transportation and associated expenses to and from their work assignment. Cabin Personnel shall submit an expense report in order to receive the reimbursement.

## **ARTICLE B8 - OPEN FLYING, MAKE-UP OF SICK BANK**

### **B8.01 DEFINITIONS**

- a) "Open Flying" is as defined in Clause 2.29.
- b) "Make-up of Sick Bank" is as defined in Clause 8.02 d).

### **B8.02 NOTIFICATION**

Crew Scheduling shall maintain a current list of Open Flights. This list will be distributed via Company e-mail once updates are available.

### **B8.03 BIDDING FOR OPEN FLYING**

Cabin Personnel may bid for Open Flights indicated in the Open Flying List or for Open Flights that may become available in the future. This includes Flight Switches with Open Flights as per Article B11.04. Cabin Personnel may indicate their Open Flight preference(s) on their bid.

### **B8.04 COMMITMENT**

Once awarded an Open Flight, and the Employee has accepted it, she will be deemed to be scheduled on the Flight.

### **B8.05 ELIGIBILITY**

Cabin Personnel shall be eligible to bid for Open Flying, or Make-up of Sick Bank when:

- a) She will have had the necessary Rest Period as per Article 67.01;
- b) She will be legal to operate her next Flight, Flight Pairing, or Reserve;
- c) She will have the necessary Guaranteed Day(s) Off and/or Gray Day(s) to do the Flight or Flight Pairing, and;
- d) She has the necessary qualifications.

### **B8.06 AWARDS**

- a) Open Flight/Flight Pairings shall not be awarded prior to 17:00 hours the Day before the Flight/Flight Pairing is scheduled to depart, unless otherwise indicated on the list. Open Flight/Flight Pairing bids and awards may close earlier due to special circumstances such as the requirements for ticket processing, documentation, etc. Crew Scheduling will call the Employee's primary contact number once and/or alternate number, if one has been provided to Crew Scheduling. If Crew Scheduling is not able to immediately reach the Employee, she shall have fifteen (15) minutes to return the call. After the fifteen (15) minutes have elapsed, Crew Scheduling may move to the next person. AIMS will track logs of the times of these calls.

- b) Unless an Employee who is ill (booked off) has booked back on or has advised Crew Scheduling prior to 1700 hours the Day before her scheduled Flight to hold her Flight until 1900 hours, it will be considered an Open Flight and the Employee will have no claim to the Flight.

**B8.07 SENIORITY**

Cabin Personnel who bid Open Flying/Make-Up of Sick Bank shall be awarded a Flight/Flight Pairing(s) in order of CUPE seniority, and in accordance with Clause B12.01.

**B8.08 AVAILABILITY**

Cabin Personnel may call Crew Scheduling to query Open Flights and fax or email their bid for Open Flights desired.

**B8.09 CREDITS**

- a) Cabin Personnel awarded Open Flying as per Clause B8.06 shall be paid at one (1) times their applicable rate of pay for all credits earned.
- b) Cabin Personnel awarded Open Flying for the purposes of Sick Bank Make-up as per Clause B8.06 shall have their sick bank credited with one (1) day.



## **ARTICLE B9 - REMOVAL/REASSIGNMENT**

### **B9.01 DEFINITION**

An Employee may be removed from a Flight at Company request and may be reassigned as follows, and shall be paid the greater of the reassignment or the originally scheduled Flight:

- a) To attend Training or,
- b) To allow another Employee to replace her for the purposes of establishing competency, or because of specific, required qualifications.

### **B9.02 LOSS OF FLIGHT**

- a) An Employee who loses a Blocked or assigned flight, prior to reporting for duty, may be reassigned to one of the following, and shall be paid the greater of the reassignment or the originally scheduled flight:
  - i) To Reserve on the originally scheduled Day and assigned as provided in Article B10;
  - ii) To a Flight on the originally scheduled Day, or;
  - iii) To a Flight anytime during the Block Period on a Gray Day. Should the reassignment take place on a Guaranteed Day Off, the Employee shall be given a minimum of **seventy-two (72)** hours' notice.
- b) An Employee who loses a Blocked or assigned Flight, after reporting for duty, will be subject to reassignment on that **Day(s)** within two **(2)** hours of notification of cancellation, and will be paid as per Article 5.01 a).

### **B9.03 LOSS OF BLOCKED FLIGHT - OVERLAP**

An Employee who loses a Blocked Flight due to conflicting Block overlap, overlapping outside vacations or illness will be subject to reassignment on the originally scheduled Day and shall be paid the greater of the reassignment or the originally scheduled Flight.

### **B9.04 DEADHEAD UPGRADE**

An Employee scheduled to Deadhead or Rotate may be reassigned to operate their Deadhead/Rotational Flight or a Flight operating on the same Day as their scheduled Deadhead/Rotation destination. Only when Article B12 cannot be used for reasons beyond the Company's control or when the use of Article B12 will affect the scheduled departure of the flight, Crew Scheduling shall offer the Flight in order of **CUPE** seniority and Classification. If the Employee with the most seniority refuses the reassignment, the Employee with the least seniority shall be assigned.

## **ARTICLE B10 - RESERVE**

### **B10.01 OPEN FLYING**

Cabin Personnel on a Reserve Day may be assigned to cover Open Flights as per Clause B12.01.

### **B10.02 COMMITMENT**

Cabin Personnel on a Reserve Day shall be considered to be on call and available at all times as per Clause B10.07 and must be reachable by Crew Scheduling. Crew Scheduling will call the Employee's primary contact number and the Employee's alternate number simultaneously. If she is not contacted, such calls will be made again during the following fifteen (15) minutes. At the fifteen (15) minute deadline, a final call will be made to the Employee's contact number. If at this time, she is not contacted, her Supervisor shall be notified and she may be deemed unavailable.

### **B10.03 ORDER OF ASSIGNMENT**

- a) Reserve flying will be assigned to the Employee at that location whose schedule will be least disrupted. When the schedules of two or more Cabin Personnel are equally disrupted, or not disrupted at all, the Flight shall be assigned to the Employee with the least credits to date excluding Open Flying. When the credits are equal, the Flight shall be offered to the Employee with the most seniority on Reserve, however she shall have the right to refuse the Flight should an Employee with less seniority be on call.
- b) For the purposes of determining Reserve order of assignment only, it is agreed that Cabin Personnel shall accrue two and one half (2 ½) credits for each Day in which their status is one of the following:
  - Bereavement leave (other), without pay;
  - Compassionate leave, without pay;
  - Maternity/Parental leave, without pay;
  - Personal leave of absence, without pay;
  - Short term disability;
  - Workers' compensation;
- c) For the purposes of determining Reserve order of assignment only, it is agreed that Union Officers shall accrue averaged blocked credits for each Day in which they are deemed to be on Union Leave.

### **B10.04 RELEASE**

Crew Scheduling may, subject to operational requirements, grant Cabin Personnel on Reserve a release for all or part of a Reserve Day for personal reasons. Cabin Personnel shall not be on call or available to the Company for the release period granted. Such request will not be unreasonably denied.

### **B10.05 NOTICE TO REPORT**

An Employee on Reserve duty shall be given not less than two (2) hours' notice to report for duty. An Iqaluit Employee shall be given not less than forty-five (45) minutes notice to report for duty on scheduled Flights or less for medical evacuations. This provision shall in no way deter an Employee from reporting for duty in less than the required time if the Flight is scheduled to depart sooner and if she is able to report sooner. By the same token, no Employee shall be subject to discipline if she is not able to report for duty in less than the required time.

### **B10.06 ASSIGNMENT CHANGE**

#### a) Prior to Leaving Home

A Flight assignment, made to an Employee on Reserve, may be changed provided the Employee has been notified.

#### b) After Reporting For Duty

Flight assignments made after the Employee has arrived at work shall not exceed the maximum duty period for that day, or be a multi-day Pairing if the original assignment was not. Cabin Personnel will be paid the greater of either assignment as per Article B9, and shall remain reassignable.

### **B10.07 RESERVE HOURS**

Reserve duty may commence at 0001 hours and terminate no later than 2400 hours. However, unless otherwise notified by Crew Scheduling, Reserve duty will normally commence at 0500 hours until 1700 hours. A Reserve period shall not normally be less than twelve (12) hours.

### **B10.08 RESERVE - PAIRING**

An Employee on Reserve may be drafted to operate into a Guaranteed Day Off as a result of being called out to operate a Pairing as per Article B5.01, however, she may not be drafted to operate into an Inviolable Day.

## **ARTICLE B11 - FLIGHT SWITCH**

### **B11.01 PROCEDURE**

The request for a Flight switch must be submitted to Crew Scheduling:

- i) no later than 15:00 hours the day before the first flight Day involved in the switch, or
- ii) no later than twenty-four (24) hours in advance of the first flight Day involved in the switch, where altering hotel and/or travel arrangements is required (ie: deadhead flight on other carrier).

Both Cabin Personnel affected by the switch must agree in writing via fax or e-mail. Crew Scheduling shall approve or reject the request in writing via e-mail to the affected Cabin Personnel. Cabin Personnel may check with Crew Scheduling by telephone as to whether their request has been approved or rejected. Where a Flight switch is denied, the written rejection must include the reason, and the affected Cabin Personnel may appeal the decision to their supervisor.

### **B11.02 CONDITIONS**

Flight switches are subject to the following conditions:

- a) Cabin Personnel may only switch with a Blockholder of the same Classification, Language Block and Base;
- b) The switch must not affect the Minimum Monthly Guarantee;
- c) All expenses will be paid to the Employee who operates the Flight(s);
- d) The switch will not interfere with a scheduled Flight, or Reserve, and;
- e) When a Flight switch itself results in the loss of a Guaranteed Day Off, said Guaranteed Day Off shall not be deemed owing to the Employee.

### **B11.03 BLOCK SWITCH**

Cabin Personnel may request mutual Block switches as follows:

Cabin Personnel may switch Blocks with another Employee at her Base provided the Employee who requests the switch notifies each Employee who is in between them on the CUPE seniority list (Base) and receives no objection. Approval must be received from the Company prior to the first of the Month.

#### **B11.04 FLIGHT SWITCHING WITH OPEN FLIGHTS**

Where a Flight/Flight Paring becomes available open flying, Cabin Personnel may flight switch one of their scheduled Flight/Flight Pairings that occurs on the same day or later in the month as this said Flight/Flight Pairing, where operational requirements permit. Such Flight switches will not be unreasonably denied.

## **ARTICLE B12 - ORDER OF FLIGHT ASSIGNMENT**

### **B12.01 ORDER**

- a) The order of Flight assignment for Purser shall be as follows:
- i) Purser Blocked for Flight.
  - ii) Purser subject to reassignment as per Article B9.
  - iii) Purser in Open Flying/Make-up as per Article B8.
  - iv) Purser on Reserve as per Article B10.
  - v) Flight Attendant on Reserve as per Article B10.
  - vi) Voluntary Draft among Purser who are on the Voluntary draft list, as per Article B5.01 b).
  - vii) Draft Purser Blockholders as per Article B5.01 a).
  - viii) Draft Flight Attendant Blockholders as per Article B5.

Where Clause B12.01 a) v) or viii) above is used, the most senior Flight Attendant on the Flight shall be deemed Purser, providing she has at least one (1) year of seniority, and will be paid at the Purser rate of pay. The Flight Attendant utilized as per a) v) or viii) above, shall have the right to refuse the upgrade.

- b) The order of Flight assignment for Flight Attendants shall be as follows:
- i) Flight Attendant Blocked for Flight.
  - ii) Flight Attendant subject to reassignment as per Article B9.
  - iii) Flight Attendant in Open Flying/Make-up as per Article B8.
  - iv) Flight Attendant on Reserve as per Article B10.
  - v) Casual Flight Attendant holding Reserve per Article B10
  - vi) Voluntary draft among Flight Attendants who are on the Voluntary draft list, as per Article B5.01 b).
  - vii) Casual Cabin Personnel.
  - viii) Draft as per Article B5.01 a).

### **B12.02 PURSER QUALIFIED LIST**

The Company shall train and maintain a list of Cabin Personnel for Purser qualification.

## **ARTICLE B13 – REMOVAL FROM FLIGHT DUTY**

### **B13.01 REQUESTED FLIGHT DROP**

Cabin Personnel shall be given the right to drop a Flight or Reserve duty once the Employee's Minimum Monthly Guarantee has been achieved.

### **B13.02 REQUEST SUBMISSION**

A written request must be submitted to Crew Scheduling indicating the Flight, Flights or Reserve duty the Employee wishes to be removed from, no later than forty-eight (48) hours prior.

### **B13.03 ELIGIBILITY**

The Blockholder requesting the removal from duty must have achieved the Minimum Monthly Guarantee at the time the request is made. In addition, there must also be sufficient Reserve coverage available on the requested Day of removal.

### **B13.04 OPEN FLYING**

Crew Scheduling shall place the Flight that becomes available due to a removal, into the Open Flying List.

### **B13.05 APPROVAL**

Crew Scheduling reserves the right to approve or deny all removal requests subject to operational requirements.

### **B13.06 PAY**

Cabin Personnel whose request from removal of duty has been approved are not entitled to any pay credits for that removed Flight or duty.

### **B13.07 APPROVAL PRIORITY**

Where two (2) or more Cabin Personnel request removal on the same Day, removal from duty, as contemplated in this Article and Clause B3.11, shall be granted to the Employee with the most seniority.

## **ARTICLE B14 - REDUCED BLOCKS**

### **B14.01**

Unless specifically contained herein, all other provisions of this Collective Agreement shall remain in full force. Where a short-term Cabin Personnel surplus exists, the Company may build Reduced Blocks based upon voluntary requests from Cabin Personnel. The Company will build these Blocks within the Classification in which the Cabin Personnel would hold.

### **B14.02 MINIMUM MONTHLY GUARANTEE**

The Minimum Monthly Guarantee shall be thirty-seven and one half (37 ½) credits at the applicable rate of pay, inclusive of all pay credits.

### **B14.03 BLOCK CREDITS**

- a) Whenever possible, Blocks will be built between thirty-seven and one half (37 ½) credits and forty-five (45) credits.
- b) Reduced Blockholders may bid Open Flying, but only for the purposes of Sick Bank Make-up as per Clause 8.02 d), except on Black Days.
- c) Reduced Blockholders may Flight switch as per Article B11, provided such Flight switch does not result in less than fifteen (15) Black Days.
- d) Reduced Blockholders are eligible to be drafted, except on their Inviolate Days off or Black Days.
- e) Reduced Blockholders receive overtime after forty-five (45) credits.

### **B14.04 GUARANTEED DAYS OFF**

All Blocks will indicate Guaranteed Days Off. As these Cabin Personnel will only be available for half the Month, they will show fifteen (15) Black Days.

In addition, Reduced Blockholders shall receive a minimum of five (5) Guaranteed Days Off per Month, subject to Clause B4.10 of the Collective Agreement, proration for partial Months. Those Blocks built holding Reserve only, shall have six (6) Guaranteed Days Off per Month, three (3) of which are Inviolate Days as per B4.10.

Further to Clause B10.03, for the purposes of determining Reserve order of assignment, Reduced Blockholders shall accrue two and one half (2 ½) credits for each Inviolate Day off and Black Day.



#### **B14.05 RATES OF PAY AND BENEFITS**

Reduced Blockholders are Permanent Cabin Personnel and shall not lose CUPE seniority, pay progression, pension contributions, or travel benefits. Vacation entitlements and Northern Living Allowance will be prorated at fifty percent (50%).

#### **B14.06 ELIGIBILITY**

In order to receive a Reduced Block, Cabin Personnel must apply in writing to Inflight Management no later than the 13<sup>th</sup> Day of the Month prior to the Month in which they hope to begin holding a Reduced Block.

In the case where more Cabin Personnel apply for Reduced Blocks than is operationally feasible, seniority will govern who is awarded the Reduced Blocks.

The Company shall notify those Cabin Personnel who will be granted a Reduced Block as soon as is practical prior to the distribution of the bid packages. The names of such Cabin Personnel shall be distributed in the bid package.

Those granted the ability to bid Reduced Blocks in that Month shall receive the bid package and shall submit a bid as per **B4.03**.

Where an Employee volunteers for a Reduced Block and is granted such a Block, she is committed to operating the Reduced Block.

Applying for Reduced Blocks will **be** completely voluntary

## **ARTICLE B15 - CABIN PERSONNEL – PART TIME**

The Company shall have the right to hire Part Time Cabin Personnel at any time. The provisions and Articles within the scope of this Agreement shall apply to Part Time Cabin Personnel while they are employed by the Company, except as provided herein.

- a) Part Time Cabin Personnel will be built Blocks of 45 to 54 credits whenever possible.
- b) Part Time Cabin Personnel will receive their Vacation/Statutory Holiday entitlement in accordance with Article 7.
- c) Sick bank entitlement as per Article 8, shall be prorated to an entitlement of 6 days per year, with the ability to carry up to 3 days to a maximum of 9 days.
- d) Family Care bank will be 2 days per year. Any of these days that are not used cannot be carried to the following year.
- e) Northern living allowance will be prorated at fifty percent (50%).
- f) Part Time Cabin Personnel are not eligible to bid on Reduced Blocks as per Article B14.
- g) Part Time Cabin Personnel will be eligible for all benefits as per Article 4.05 and 4.06.
- h) Where Part Time Cabin Personnel are required to operate a Flight/Flight Pairing or Reserve, as per Clause B12.01, the Company shall offer the Flight/Flight Pairing or Reserve in order of CUPE seniority. For the purpose of calculating credits to date only, a credit of 2.5 will be applied to each Black Day.
- i) All days outside of the prorated GDO's and work Days shall be designated as Black Days.
- j) The Company and the Union agree to a maximum of two part-time positions per Base, unless mutually agreed.

## ARTICLE B16 - CABIN PERSONNEL - CASUAL

It is specifically recognized that, from time to time, the Company may require additional Cabin Personnel to fulfill its flying requirements.

The Company shall have the right to hire Casual Cabin Personnel at any time. The provisions and Articles within the scope of this Agreement shall apply to Casual Cabin Personnel while they are employed by the Company, except as provided herein.

- a) Unless covering a temporary vacancy as per Article 17.09 B), where the available credits of casual work at a Base in a Month exceed seventy-five (75) for more than four (4) consecutive Months, a full-time position will be filled as per Clause 17.01.
- b) Casual Cabin Personnel shall have four percent (4%) of their pay added to each pay in lieu of vacation.
- c) In Months where the Casual Cabin Personnel are eligible for a Statutory Holiday and have a Block, they shall receive one more Day off in that Month in lieu of said Statutory Holiday, and this Day off shall be assigned by the Company, after consultation with the Casual Employee. Where a Casual Employee does not have a Block, and operates on a Statutory Holiday, the Company shall pay her two and one half (2 1/2) times her rate of pay for all credits earned on the Statutory Holiday.
- d) Casual Cabin Personnel shall be eligible for Leaves of Absence as per Article 9 with the exception of Personal Leaves of Absence, where a Casual Employee must be a Blockholder.
- e) Casual Cabin Personnel covering temporary vacancies to cover leaves of absence, as per Article 17.09 b), shall be eligible for medical benefits (excluding STD and LTD benefits) upon completion of six (6) Months of consecutive full-time work (Blocks of 75 or more credits). This eligibility shall continue up until the completion of such assignment or such time as they do not hold a full-time Block.  
  
Casual Cabin Personnel who do not work a full-time Block are not eligible for benefits.
- f) Sick bank entitlement as per Article 8, shall be prorated and accumulated where Casual Cabin Personnel operate and/or are on Reserve in a Month, based on the following:
  - 1-19 credits = 0.25 of a Day
  - 20 - 39 credits = 0.50 of a Day
  - 40 - 59 credits = 0.75 of a Day
  - 60 plus credits = 1 Day

- g)
- i) Where Casual Cabin Personnel operate and/or are on Reserve in a Month, their CUPE seniority and pay progression shall be prorated based on the following:
- 1-19 credits = 0.25 of a Month
  - 20-39 credits = 0.50 of a Month
  - 40 - 59 credits = 0.75 of a Month
  - 60 plus credits = 1 Month
- ii) Upon becoming Permanent, a Casual Employee may only Transfer enough of her Casual CUPE seniority to place her below the Permanent Employee with the least seniority.
- iii) In the event Cabin Personnel transfer from a Permanent position to a Casual position and subsequently transfer back to a Permanent position, she shall retain her original full-time service plus her accumulated service earned as in f) above.
- iv) If a Casual Employee has not been available to the Company for a twelve (12) Month period, she shall be deemed to have resigned and her name shall be removed from all seniority lists.
- v) Casual Cabin Personnel may bid on temporary vacancies as per Clause 17.09 a) ii) and on Permanent vacancies as per Clauses 17.01 and 17.08.
- h) Casual Cabin Personnel will always be paid two (2) weeks in arrears.
- i) The Company shall establish and maintain a Casual Cabin Personnel CUPE seniority list (system-wide) that shall be updated Monthly and published with the bid package.
- The list shall include therein:
- i) CUPE seniority number
  - ii) Name
  - iii) Status
  - iv) Base
  - v) Start date
  - vi) Present Month accrued CUPE seniority
  - vii) CUPE seniority: years and months
- j) A Casual Cabin Personnel CUPE seniority list (system-wide) shall be published as per Article 15 thereafter to all Cabin Personnel with a copy to the Component President.

- k) Where Casual Cabin Personnel are required to operate a Flight/Flight Pairing or Reserve, as per Clause B12.01, the Company shall offer the Flight/Flight Pairing or Reserve in order of CUPE seniority.
- l) Where the Company is conducting an initial training program, any Casual positions that may exist following the initial training program will be offered to existing full-time Cabin Personnel. Such positions will be awarded based on CUPE seniority.
- m) Permanent Cabin Personnel who transfer to a Casual Cabin Personnel position will be deemed Casual, and remain as such until such time as they are awarded a Permanent position.
- n) Casual Cabin Personnel shall be notified by the 14<sup>th</sup> of the month that they hold a full-time Block the following month. However, by mutual agreement between the Company and the Union, this date may be extended.

## **LETTER OF UNDERSTANDING # 1 SPECIAL ASSIGNMENTS**

It is specifically recognized that, from time to time, the Company may be awarded work different from its normal operations. In these circumstances, the Company agrees to meet with the Union for the purpose of negotiating terms and conditions of such assignments.

Where the Company and the Union are able to reach agreement, such assignments will be filled by bids from the Base from which the Flight assignment originates based on CUPE seniority, qualification and language, if required.

Where the Company and the Union are unable to reach an agreement, the Company shall have the right to offer its final position to all of its qualified Cabin Personnel. No Cabin Personnel shall be required to accept such assignments.

Where the Company is unable to fill all or part of its needs for the assignment through the above methods, the Company shall have the right to hire casual Cabin Personnel to fulfill its requirements. The casual Cabin Personnel shall be offered no greater terms and conditions for the assignment than those offered to the Company's regular Cabin Personnel.

It is agreed that, periodically, due to the unique nature of the Company's business, the Company may be required to carry extra personnel beyond the Company's normal cabin crew complement whose duties shall be language interpretation and various aspects of customer service and shall be subject to the direction of the Purser. Such personnel, whether or not they are employees of the Company, shall be exempt from the provisions of this Agreement.

**LETTER OF UNDERSTANDING # 2  
IQALUIT ROTATIONAL BASE**

It is specifically recognized that Cabin Personnel Bases are currently Ottawa, Edmonton, and Yellowknife. It is also recognized that Iqaluit is currently considered a Cabin Personnel Rotational Base. While it is considered a Rotational Base, it shall be staffed out of Ottawa. Should this change, the Company agrees to meet with the Union prior to the change.

Cabin Personnel who are awarded an Iqaluit rotation will be built a schedule based on fair assignment by Crew Planning and the Union.

Once rotations are assigned to Cabin Personnel, the following will apply;

1. Cabin Personnel will operate their scheduled flights; however due to mechanical or weather delays, all Cabin Personnel on YFB rotation at the time may be subject to re-assignment in order to satisfy operational requirements. For scheduling purposes, reassignment clauses in Article B9 do not apply.
2. Cabin Personnel will be paid the greater of the reassignment or their originally scheduled flight(s) as per articles 5.01 and B9.0.
3. Every attempt will be made to have Cabin Personnel returned to their original schedule of flying.
4. Upon return to YFB after each flight, all Cabin Personnel must call crew scheduling to verify their next assignment.
5. Cabin Personnel will now be required to call in to Crew Scheduling prior to leaving their accommodations in YFB.
6. Cabin Personnel with seven (7) scheduled Vacation Days or fewer in the Month are eligible to be awarded a rotation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE 9th DAY OF September, 2011 AT OTTAWA, ONTARIO.

FOR BRADLEY AIR SERVICES  
c.o.b. FIRST AIR

FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES

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*Changlin, Heenan - Hydro*

## APPENDIX A

### SAMPLE BLOCK WITH VACATION



This is an example of a block that has 10 vacation days. The flight 860 is worth 6.3 credits for the purpose of this example. Vacation is 4.0 credits per day. MMG is 2.5 credits x Days available.

1. Go to the chart B4.10 and on the first column "Days Available" locate the # of days you are available, in this example it is 20 days

Days Available	MMG	11 GDOs	13 GDOs	Inviolate Days	Overtime Threshold*
18	45	7	8	4	54
19	47.5	7	9	4	57
20	50	7	9	4	60
21	52.5	8	10	5	63
22	55	8	10	5	66
23	57.5	8	10	5	69
24	60	9	11	5	72

2. Follow the line along to find out how the block must be built to.
  - a. The work hours your block must have as a minimum (MMG) is 50 but it can be built up to 60.
  - b. The required GDO's in a flying block is 7 (9 if you hold a reserve block).

IF the flights you receive are high in credits, you may reach 50 credits and have days left with nothing scheduled, those will be shown in your block as "Gray" days. The flights in this block are worth a credit of 6.3.

To reach 50 credits (MMG) you have to be blocked to do 8 of these flights.  
 $50 \div 6.3 = 8$  flights



## SAMPLE BLOCK WITH VACATION AND STAT DAYS

This is an example of a block that has 6 vacation days. The flight 860 has a credit of 6.3 for the purpose of this example. Vacation and STAT days are 4.0 credits per day. MMG is 2.5 credits x Days available.

- Go to the chart B4.10 and on the first column "Days Available" locate the # of days you are available (includes STAT days, see note below), in this example there are 24 days available.

Days Available	MMG	11 GDOs	13 GDOs	Inviolate Days	Overtime Threshold*
18	45	7	8	4	54
19	47.5	7	9	4	57
20	50	7	9	4	60
21	52.5	8	10	5	63
22	55	8	10	5	66
23	57.5	8	10	5	69
24	60	9	11	5	72

- Follow the line along to find out how the block must be built.
  - The work hours your block must have as a minimum (MMG) is 60 but it can be built up to 72.
  - The required GDO's in a flying block is 9 (11 if you hold a reserve block).

To reach 60 credits (MMG) you have to be blocked to **do 7** of these flights;

MMG – STAT day credits = credits you have to work.

$$60 \text{ MMG} - 16 \text{ STAT credits} = 44$$

$$44 \div 6.3 = 7 \text{ flights.}$$

If the flights you receive are high in credits, you may reach 60 credits and have days left with nothing scheduled, those will be shown in your block as "Grey" days.

### NOTE;

Remember, **STATS** are not vacation days so they do not cause your block to be prorated for MMG or GDO. Credits for STAT Days work toward your MMG.