

SOURCE	Union		
EPA.	92	11	01
TERM.	95	10	31
No. OF EMPLOYEES	111		
NOMBRE D'EMPLOYÉS	111		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**AIRBC (FA)**

**AND**

**WESTERN CANADA  
COUNCIL OF TEAMSTERS**

**NOVEMBER 1, 1992 - OCTOBER 31, 1995**

AUG 18 1994  
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09938(01)

**AirBC**

**AGREEMENT NUMBER 1**

**ARTICLE 1 - PREAMBLE**

- 1.01 This Agreement is made and entered into by and between AirBC Ltd. hereinafter referred to as "**The Company**" and the Western Canada Council of Teamsters hereinafter referred to as "**The Union**".
- 1.02 The purpose of the Agreement is to promote the mutual interests of the Company and the employees by providing services which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of the operation, the maintenance of a high degree of quality of cabin services, the continuation of employment, and to establish between the Company and the Union orderly collective bargaining for conditions of reasonable hours, compensation and working conditions. It is recognized, by this Agreement, that it is the duty of the Company and of the employees to co-operate fully, both individually and collectively in all ways stated for the purpose of mutual benefit.

**ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for employees covered by this Agreement in accordance with the jurisdiction of the Canada Labour Board certification. Properly accredited officers of the Union shall be recognized by the Company.
- 2.02 There shall be no discrimination against any employee because of that employee's membership in the Union.
- 2.04 Employees shall become and remain members of the Union within fourteen (14) days of their hiring date. Any employee failing to do so will be discharged.
- 2.05 The Company will provide bulletin boards at its crew bases on which to post changes in Company rules and regulations and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union.
- 2.06 An officer of the Union shall be given an opportunity to address new employees during the last week of training for the purpose of acquainting

the new employees with the benefits and duties of Union membership. The Union further agrees to acquaint new employees with the fact there is a Union agreement in effect, and with the conditions of employment as specified in Article 2, the Union will also have the right to sign up new members at this meeting.

- 2.07 The Company hereby expressly agrees that it shall not contract out any bargaining unit work covered by this Agreement. In the application of this clause it will not apply in the event of:
- .01 an act of God, a National War Emergency, the grounding of any or all of the Company's aircraft for reasons beyond the Company's control, a revocation of the Company's operating certificate(s), which has a substantial impact upon the employment requirements of the Company, or a total cessation of the Company's flying operation for any reason
  - .02 chartering of aircraft to perform flights on an adhoc basis due to temporary unavailability of Company aircraft
- 2.08 The Company will not permit any person not covered by this Agreement to perform any tasks or duties which belong to the bargaining unit as provided by this Agreement unless specifically provided herein.
- 2.09 It is agreed that management personnel shall be permitted to perform bargaining work only as provided below:
- .01 under emergency conditions, to ensure that a flight can operate in accordance with federal regulations
  - .02 to assist in miscellaneous cabin duties at the request of a passenger or operating flight attendant
  - .03 if in the course of providing in-flight instruction to employees being upgraded or qualified, a supervisor should demonstrate a proper technique, it will not be considered as a violation of this Collective Agreement.
  - .04 for the purpose of maintaining proficiency levels and/or qualifying a manager/supervisor on any aircraft type, and service testing and quality control of in-flight services

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments

and to alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with this Agreement.

3.02 Without restricting the generality of the foregoing, it is the exclusive function of the Company to:

Manage generally the commercial enterprise in which the Company is engaged and without restricting the generality of the foregoing to determine the number and location of bases, location of aircraft, types of aircraft to be operated, route patterns and tariffs. The Company agrees that these functions shall be exercised in such a manner as to maintain good working conditions and promote harmonious relations with the Union

3.03 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.

3.04 The Union and the Company will co-operate and participate in the implementation of the employment Equity Act.

#### **ARTICLE 4 - RATES OF PAY**

	NOV. 1/92		NOV. 1/93		NOV. 1/94	
	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
0-6 MONTHS	\$1,428	16.80	\$1,471	17.30	\$1,515	17.83
7-12 MONTHS	1,492	17.55	1,537	18.08	1,583	18.62
13-24 MONTHS	1,696	19.95	1,747	20.55	1,799	21.17
25-36 MONTHS	1,919	22.58	1,977	23.25	2,036	23.96
37-48 MONTHS	2,241	26.36	2,308	27.16	2,377	27.97
49-60 MONTHS	2,329	27.40	2,399	28.22	2,471	29.07
OVER 60 MONTHS	2,400	28.24	2,472	29.08	2,546	29.95

4.01 Minimum Monthly Guarantee

.01 Employees who serve a full month will be guaranteed a minimum of eighty-five (85) times the applicable hourly rate of pay for their classification or the amount shown on the salary scale as the minimum monthly guarantee, whichever is the greater.

.02 The above Minimum Monthly Guarantees will be pro-rated at 2.7 hours for each day of service in a part month.

## 4.02 Rates of Pay - General

.01 Advancement of pay shall be automatic on the first of the month closest to the completion of the required service.

e.g. 1st to 15th - Increase 1st of the present month  
 16th to 31st - Increase 1st of the next month

.02 Employees shall be provided with an itemized monthly statement of their wages, overtime and other supplementary pay and deductions.

.03 Overpayments and underpayments due to clerical errors shall not be recoverable if the error occurred more than twelve (12) months prior to the date of discovery.

Where the Company is recovering an overpayment, a schedule of repayment by payroll deduction, shall be arranged by mutual agreement between the employee and the Company and subject to a maximum recovery period of six (6) months and minimum deduction of twenty-five dollars (\$25.00) per month. If an employee is terminated, the entire overpayment will be deducted from the final paycheque.

.04 Each employee shall be provided with a complete time sheet for the preceding month.

.05 Flight attendants will be paid as follows:

(a) on the fifteenth (15th) of the month;  
 fifty percent (50%) of the flight attendants minimum guarantee

(b) on the thirtieth (30th) of the month:  
 the total balance owing from the previous month

.06 Any pay discrepancies under one (100) dollars will be paid on the next regular pay. **Any** discrepancies over one hundred (100) dollars will have a separate cheque issued within three (3) business days.

## **ARTICLE 5 - SCHEDULING RULES, CREDITS AND HOURS OF SERVICE**

### Preamble

Any problems which arise during the term of the Collective Agreement will be discussed by the Company and the Union and any necessary amendment and/or additions may be made by the mutual agreement of the parties. This shall include any changes to the

bidding information booklet.

## 5.01 Duty Periods

- .01 The duty period will commence at least forty-five (45) minutes prior to the scheduled departure of the first flight in the pairing or at the required reporting time, whichever is earlier. The duty period will end fifteen (15) minutes after the scheduled or actual arrival time or when released from all duty, whichever is the later.
- .02 Additional check-in or check-out time will be scheduled to allow for any aircraft repositioning, customs clearance or other duty as may be required so as to allow for adequate flight preparation time or check-out duties.
- .03 The maximum scheduled duty period will be fourteen (14) hours, but may be extended by one (1) hour to fifteen (15) hours for reasons of operational necessity and with the mutual agreement of the crew members affected.
- .04 For duty periods commencing between 2300 and 0430 hours local time or when one-third (1/3) of the duty period falls between the hours of 2300 to 0430 local time, the maximum duty period shall be twelve (12) hours.
- .05 Notwithstanding .03 and or .04 above, all duty periods affected by the silent hour provisions will be a maximum of fourteen (14) hours, provided that a break in the duty period exists of five (5) hours from scheduled arrival to scheduled departure and sleeping accommodation is provided.

Note: The silent hours are defined as the hours between 2300 and 0430 local.

- .06 In recognition of the fatigue factor on any aircraft where only one flight attendant is scheduled, the maximum duty period length will be as follows:
  - Ten (10) landings a maximum of ten (10) duty hours
  - Nine (9) landings a maximum of eleven (11) duty hours
  - Eight (8) landings a maximum of twelve (12) duty hours
  - Seven (7) landings a maximum of thirteen (13) duty hours
  - Six (6) landings a maximum of fourteen (14) duty hours
- .07 In the event that more than one (1) flight attendant is scheduled to crew the Dash-8-100 aircraft then the restrictions listed in .06 above will not apply.
- .08 Any landings in excess of the above maximums shall be mutually agreed between the Company and the Union prior to the publication of the pairings

for bidding purposes. Such agreement shall not be unreasonably withheld.

- .09 For the purposes of this section landings shall be considered operational landings and not deadhead or ferry landings.

## 5.02 Rest Periods

- .01 The rest periods are:

(a) home base:  
scheduled twelve (12) hours

(b) away from home base:  
scheduled ten (10) hours or at mutually agreed layover points where rest accommodations are within fifteen minutes of the airport the scheduled rest period may be reduced to a minimum of nine (9) hours, provided a sixty (60) minute check-in time is allotted.

- .02 If due to operational delays an affected flight attendant's scheduled rest period is compromised, the rest period may be reduced as required to no less than ten (10) hours at home base. The rest period away from home base may be reduced to no less than nine (9) hours at mutually agreed layover points where the rest accommodations are within fifteen (15) minutes of the airport, provided a sixty (60) minute check-in time is allotted.

## 5.03 Credits-General

- .01 Unless otherwise noted flight credits shall be referred to as "credits" and shall apply for flight time and duty time limitation purposes.

- .02 The daily standard credit is two point seven (2.7) credit hours per calendar day.

- .03 When a change in calendar date occurs during a duty period, the date on which the duty period originates shall be considered the date to which all credits for the duty period apply. In the event of advanced or delayed operations at the end of the month, the scheduled originating date of the duty period shall be considered the date on which the duty period originates and to which date all credits for the duty period shall apply.

## 5.04 Credits-Trip Periods

- .01 In order to provide a balance between duty hours, flight hours and total trip

hours, the credits below shall apply to all trip periods.

- .02 For each trip period or any other duty, the credits earned shall be the greater of (a) through (d) below:
- (a) a minimum of four **(4)** credits for each duty period
  - (b) the accumulated flight time for ~~the~~ duty period scheduled or actual whichever is the greater on a sector by sector basis
  - (c) one **(1)** credit hour for each two **(2)** hours of the duty period, scheduled or actual whichever *is* greater
  - (d) one **(1)** credit hour for each four **(4)** hours in a trip period, scheduled or actual whichever is greater
- .03 Natural block growth (**NBG**) ~~is~~ the amount of time that a flight attendants actual credit hours exceed the scheduled credit hours in .02 (b)(c) or (d) above during the course of flying an awarded block.

#### 5.05 Credits-Deadheading

- .01 When a single duty period consists of deadhead duty combined with flight duty the minimum credits of (trip periods) shall apply except that the deadhead sectors flight time credit shall not apply.
- .02 When a duty period consists of deadhead only, the minimum credit will be the greater of:
- (a) four **(4)** hours flight credit
  - (b) one **(1)** credit hour for each two **(2)** hours on duty

#### 5.06 Credits-Training

- .01 For each training day the credits earned shall be the greater of (a) or (b) below:
- (a) a minimum of four **(4)** hours credit for each training day
  - (b) one **(1)** hour credit for each ~~two~~ **(2)** hours of the training day inclusive of deadheading



## 5.07 Credits-Vacation

For each day of vacation, a flight attendant shall earn the daily standard credit for flight credit limitation purposes.

## 5.08 Credits-Sick Leave

.01 When a flight attendant becomes ill she will, providing she has sufficient accumulated sick leave credits be credited as follows:

- (a) blockholder: the normal flight credits for the pairings that are missed as if flown according to schedule
- (b) reserve blockholder: the minimum daily credit for each reserve duty period missed while sick
- (c) partial blockholder: the flight credits for the pairings that are missed or the minimum daily credit for each reserve duty period missed while sick
- (d) bid period overlap: a flight attendant whose illness extends into the next bid period and who is not awarded a block shall receive the daily standard credit until the date of return to duty or until she qualifies for long term sick leave, whichever is sooner

## 5.09 Credits-Paid Leave/Jury Duty

.01 When a flight attendant is granted a paid leave of absence due to a requirement to serve as a juror or for other reasons that the Company may agree to, the flight attendant shall be credited as follows:

- (a) blockholder: the normal flight credits for the pairings that are missed as if flown according to schedule
- (b) reserve blockholder: the minimum daily credit for each reserve duty period missed while on paid leave/jury duty
- (c) partial blockholder: the flight credits for the pairings that are missed or the minimum daily credit for each reserve duty period missed while on paid leave/jury duty
- (d) bid period overlap: a flight attendant whose paid leave of absence extends into the next bid period and who is not awarded a block shall receive daily standard credit until her date of return to duty

## 5.10 Credits-Held ~~Out~~ of Service

- .01 When a flight attendant is held out of service with pay she shall be credited as follows:
- (a) blockholder: the normal flight credits for the pairings that are missed as if flown according to schedule
  - (b) reserve blockholder: the minimum daily credit for each reserve duty period that she is held out of service
  - (c) partial blockholder: the flight credits for the pairings that are missed or the minimum daily credit for each reserve duty period missed while held out of service
  - (d) bid period overlap: a flight attendant who is held out of service into the next bid period and who is not awarded a block shall receive daily standard credit until her date of return to duty

## 5.11 Credits-Overtime

### .01 General

- .01 Credits earned in excess of eight-five (85) while completing the last half of the last duty period in a month are overtime credits.
- .02 All overtime credits accumulated in accordance with this section will be accredited at a rate of one point five (1.5) credits for each overtime credit earned.

Note: WDO credits earned on Christmas Day, Boxing Day and New Years Day will be accredited at a rate of two point zero (2.0) credits for each credit earned

- .03 Overtime credits shall not be applied to result in an overprojection

### .02 Natural Block Growth

- .01 Natural block growth (NBG) is the amount of time a flight attendant's actual credit hours may exceed the scheduled credit hours during the course of flying an awarded block. Natural block growth shall include:
- (a) flight time credits accrued above schedule

- (b) duty time or trip hour guarantees that are accrued on the flight designated by the original trip number, even if delayed

Note: A flight attendant who operates a part of a pairing and is removed with pay and credits from the remainder of the pairing and ~~who~~ has accrued **NBG** in the operated portion shall be paid and credited for that growth in addition to the scheduled time and credits.

- .02 All flight attendants will have a monthly **NBG** credit established at negative five (-5.0) credits. A flight attendant whose awarded block is in excess of eighty (80) credits shall have those credits above eighty (80) added to her **NBG** credit level.

<u>Example: Monthly Credit</u>	<u>Awarded Block NBG Level At Month Start</u>
72.0	- 5.0
81.0	- 4.0
82.5	- 2.5
85.0	0.0

- .03 When, during the course of flying an awarded block, the **NBG** credits accumulated exceed zero point zero (0.0) they will become overtime credits

.03 Worked Day Off (WDO)

- .01 A **WDO** is the voluntary assignment of a flight attendant to any duty other than on her awarded block, except as provided for in **REASSIGNMENTS**

- .02 Credits earned working a **WDO** are overtime credits

.04 Overtime Bank

- .01 Credit values established as overtime credits above shall be placed in the flight attendants time bank entirely or at the flight attendants option, paid out entirely at the applicable hourly rate.

- .02 A flight attendant's time bank shall be limited to sixteen (**16**) credit hours. Time bank will be held as a cash value of the credits earned at the earned rate

- .03 A flight attendant may reduce or eliminate her bank by withdrawing credits calculated on the flight attendant's current hourly credit rate at the time of withdrawal, in accordance with the following.
- .04 When the flight attendant's bank exceeds sixteen (16) hours she will, within three (3) months of achieving sixteen (16) hours and in agreement with the crew planner, drop a pairing(s) to reduce or eliminate her bank. Such an arrangement will be subject to sufficient reserves being available to cover the dropped pairing(s).
- .05 When the bank credit is sixteen (16) hours or less, but is equal to or greater than any pairing on a flight attendant's awarded block she may at her option and in agreement with the crew planner, drop a pairing(s) in her block to reduce or eliminate her bank. Such an arrangement will be subject to sufficient reserves being available to cover the dropped pairing(s).
- .06 When a flight attendant drops a pairing(s) her bank will be reduced by an amount equal to the credit value of the pairing(s).
- .07 At the flight attendant's request on her bid sheet and with the approval of the crew planner, all or any part of her bank may be used for blocking purposes. Her normal block of eighty (80) to eighty-five (85) hours will be reduced by the number of hours taken from her bank.
- .08 A flight attendant may use bank credits to replenish her sick leave bank.
- .09 A flight attendant may use bank credits in conjunction with a vacation period subject to agreement of the crew planner.
- .10 At the flight attendant's discretion, she may be reimbursed financially in whole or in part.

## 5.12 Scheduling Rules-General

- .01 The Company and the Union will form a Scheduling Committee to monitor the application of the scheduling rules.
- .02 The Company may, with mutual agreement between the Company and the scheduling committee, delegate the construction of the blocks to the scheduling committee. In the event that the scheduling committee completes the construction of the blocks, the Company will have the option

of reviewing the blocks and amending them as required before publication and release. It is understood that the Company may resume the construction of monthly blocks any time at its own discretion.

Note: In the event that the Company resumes the construction of the blocks, the Company shall take on all duties described in this Agreement as duties of the scheduling committee.

- .03 The Union and the Company agree to a preferential bidding system that each flight attendant is awarded her choice of pairings, days off or other duties specified by the Company in accordance with her seniority as detailed in these scheduling rules.
- .04 Once a block has been awarded, the credit level it establishes becomes guaranteed for flight limitation purposes. Crew scheduling will attempt to preserve the integrity of the block to protect the flight attendant's working conditions. When a flight attendant loses flying time from her block, she shall be credited for such loss as if she had flown her block, except as provided for elsewhere in this Agreement.

#### 5.13 Scheduling Rules-Pairing Construction

- .01 A pairing is a pre-arranged combination of one or more duty periods that will be identified by a number for bidding and scheduling purposes.
- .02 Reserve duty periods shall be constructed as pairings which include start and release times and will be included in published blocks.
- .03 Pairings shall be constructed by the Company from the known aircraft route tracks and shall reflect all known scheduled or chatter flying.
- .04 All known training periods will be constructed as pairings.
- .05 The number of continuous days in a pairing shall not normally exceed four **(4)**. The maximum number of continuous days in a pairing shall be five **(5)**. The Company shall discuss with the Union the construction of any pairings in excess of four **(4)** continuous days before the pairings are published for bidding purposes.

#### 5.14 Scheduling Rules-Block Construction

- .01 **All known duty** will be blocked. The Company or the scheduling committee will construct and award as many full blocks as possible. Flying that cannot be built into full blocks will be constructed as partial blocks.

- .02 All blocks shall be built as closely as possible to eighty (80) credits, however, a window of eighty (80) credits to eighty-five (85) credits is acceptable to facilitate blocking. During the process of block construction, when a flight attendant's block reaches a credit value of eighty (80) she shall not have any further duty awarded.
- .03 The days that a flight attendant is on vacation or on leave of absence (LOA) for part of the bid period will be placed on the flight attendant's block prior to awarding any duty. Her availability will be reduced by the daily standard credit for each day that she is on vacation or **LOA** in that bid period.
- .04 No duty cycle shall be scheduled to include more than seven (7) consecutive duty periods without the flight attendant's consent.
- .05 A reserve block shall consist of reserve pairings, training days, days off and/or vacation days as appropriate.
- .06 No flight attendant shall be blocked to successive reserve duty periods in excess of five (5). Any flight attendant blocked for five (5) successive reserve duty periods will have two (2) days off immediately prior to and following said five (5) reserve duty periods. A duty cycle consisting of predominantly reserve duty periods shall be followed **by** at least two (2) consecutive days *off*.

### 5.15 Days Off

- .01 Day Off: Any calendar day free of duty at home base. The minimum number of days off in a standard month shall be as follows, except as provided for elsewhere in this Agreement.

#### Full Block:

Minimum ten (10) days off

#### Partial Block:

- (a) containing thirteen (13) or more duty periods, a minimum of ten (10) days off
- (b) containing from five (5) to twelve (12) duty periods inclusive a minimum of eleven (11) days off
- (c) containing four (**4**) or less duty periods a minimum of twelve (12) days off

Reserve Block:  
Minimum twelve (12) days off

- .02 When a flight attendant is on vacation or **LOA** for part of a month, the minimum number of days off in the remainder of the month shall be calculated using the following prorating formula:

full blockholder: ten (10) days off multiplied by the days remaining in the bid period divided by the number of days in the bid period

partial blockholder: eleven (11) days off multiplied by the days remaining in the bid period divided by the number of days in the bid period.

reserve blockholder: twelve (12) days off multiplied by the days remaining in the bid period divided by the number of days in the bid period

## 5.16 Blocking Errors

- .01 Blocking errors and conflicts shall not result in the flight attendant losing any of her awarded credits, however, she may be subject to reassignment.
- .02 In the specific case of double blocking, the senior flight attendant will be given the choice of operating the flight or being subject to reassignment.

## 5.17 Reassignment

- .01 When a blockholder's pairing or portion of a pairing is cancelled or changed, she will be released from duty or reassigned in accordance with the following:

Note: Notwithstanding the above a flight attendant reassigned from a pairing to a training day will not fall under the rules of reassignment. A change in training date or time will not constitute a reassignment.

- .02 If a pairing is changed or cancelled, a blockholder may be reassigned. All affected duty periods in the pairing for which there is no reassignment shall become free of all duty.
- .03 If the original pairing consists of only a single duty period, the original duty period may be expanded by a maximum of two (2) hours.
- .04 Unless originally scheduled for an overnight pairing a flight attendant will not be reassigned an overnight pairing without her consent.

- .05 Prior to or after the commencement of a pairing consisting of more than one duty period, the following shall apply:
- (a) the first and last duty periods of the pairing may be expanded by a maximum of *two (2)* hours each
  - (b) the remaining duty period(s) may be advanced by a maximum of two (2) hours before the originally awarded duty period(s) and/or extended by a maximum of *two (2)* hours after the originally awarded duty period(s):
- .06 If a flight attendant is reassigned from a day off to a training day, a duty period shall be dropped from her block within the current bid period. The flight attendant will be given preference to the duty period dropped subject to approval by the crew planner/scheduler. Credits for such reassignment shall be highest of the following:
- (a) minimum daily credit
  - (b) credit value of the dropped duty period
  - (c) actual duty credit
- .07 the flight attendant shall receive credit for the greater of the original pairing or the reassigned duty.
- .08 If the reassignment results in an overprojection, the overprojection will be resolved within the current bid period.
- .09 Reassigned duty will not normally be scheduled if it interferes with the remainder of the flight attendant's block. If the reassigned duty interferes with another duty period, the flight attendant shall receive credit for the greater of the sum of the original duty periods or the actual duty credit of the reassignment.
- .10 If, as a result of a reassignment a duty period extends into a day off by more than three (3) hours, a day off in lieu will be granted in the bid period.
- .11 If any of the clauses within this article are breached the flight attendant shall immediately begin accruing wages at the worked day *off* standard.

## 5.18 Delayed Operations

- .01 A delayed operation shall include any extra duty incurred as a result of



departure delays, enroute delays, additional or alternate landings required to complete the normal course of the awarded pairing.

- .02 If, as a result of a delayed operation a flight attendant is unable to report for her next duty period, she will receive credit for all duty lost and the following procedures shall apply:
- (a) crew scheduling **will** return such flight attendant to her pairing as soon as she has completed the appropriate rest period
  - (b) she may be reassigned in accordance with "REASSIGNMENTS"
- .03 If, as a result of a delayed operation a flight attendant's duty period extends into a day off by more than three (3) hours, the provisions of scheduling rules - duty into a day off will apply.

#### 5.19 Duty Into a Day Off

- .01 A flight attendant may be scheduled so that the end of the duty period extends into a day off by two (2) hours.
- .02 If for any reason, a flight attendant's duty period extends into a day off by more than three (3) hours, a duty period shall be dropped from her block within the current bid period. The flight attendant will be given preference to the duty period dropped subject to approval by the crew planner/scheduler.
- .03 Should the duty into a day off occur such that the flight attendant has only days off remaining in her block, a duty period shall be dropped from her block within the next bid period.
- .04 If the duty into a day off results in a flight attendant **overnighting** away from her base and deadheading to her base on a day off, crew scheduling shall return the flight attendant to her base over the most direct route with the least number of stops after her crew rest. The flight attendant shall receive all the applicable credits for the additional duty period, in addition to having a duty period removed from the current bid period or the next bid period, if required.
- .05 If the duty into a day off results in a flight attendant **overnighting** away from her base and the flight attendant subsequently accepts voluntary assignment to duty other than deadheading to home base, the provisions of "WORK DAY OFF" shall apply. This includes the assignment of reserves. This flight attendant shall not have any duty periods removed.

## 5.20 Work Day ~~OFF~~ (WDO)

A WDO is the voluntary assignment of a blockholder to any duty other than on her, awarded block or the voluntary assignment of a reserve blockholder to any duty on a day off, except as provided for in "REASSIGNMENTS"

## 5.21 Reserve

- .01 A reserve blockholder shall be available for duty at all times except during legal rest periods and days off. While on reserve a flight attendant will be granted a release from reserve duty for up to three (3) hours subject to operational considerations. Should she leave her place of residence, she shall advise crew scheduling where she can be reached. A pager is considered to be an acceptable method of communication.
- .02 A reserve will not be scheduled to commence a second pairing in the same calendar day, unless mutually agreed.
- .03 A reserve flight attendant is responsible to ensure that she is available for call out by crew scheduling at any time during her reserve duty period. Crew scheduling shall telephone at least twice, with not less than fifteen (15) minute intervals between calls. Crew scheduling shall not interrupt a flight attendant's minimum crew rest in order to assign her duty.
- .04 A flight attendant on reserve shall be given not less than two (2) hours notice to report for duty. This provision shall in no way deter a flight attendant from reporting for duty in less than two (2) hours if the flight is scheduled to depart sooner and she is able to report sooner. By the same token, no flight attendant shall be subject to discipline if she is not able to report in less than two (2) hours from receipt of notice.
- .05 When a flight attendant on reserve is assigned to flight or any other duty, she shall be so advised and she will be released from standing reserve. A flight attendant may only resume her reserve block after completing the appropriate rest period.
- .06 A flight attendant shall automatically be off duty after completion of assigned flight or flights as per "duty periods".
- .07 Any duty in excess of the assigned flight or flights shall be considered as reassignment.
- .08 A reserve blockholder who reports for a flight that subsequently does not operate or who performs any other duty and is otherwise released shall not be subject to further reserve duty until after the appropriate rest period.

- .09 When a reserve is required to fly, the flight with the highest credit value will be assigned to the flight attendant with the lowest accrued monthly credits subject to the number of available reserve duty periods. On the first reserve assignment of the month if more than one (1) flight attendant is assigned to the same reserve duty period, and all legalities and time parameters are equal; then the senior reserve flight attendant shall have the right of first refusal for any duty that falls within this reserve duty period. The purpose is to achieve a fair balance of actual flying time over the month.
- .10 When a reserve blockholder is assigned duty at least a day in advance, she shall be so advised immediately and shall be released from standing reserve twelve (12) hours prior to the commencement of the assigned duty.
- .11 A reserve flight attendant will not be required to sit reserve away from home base without a home base check-in and check-out time.

## 5.22 Overprojections

- .01 Overprojection means the situation that occurs when a flight attendant's actual credits in a month plus the projected credits for the remainder of the month's block award exceed eighty-five (85) credits per month. Credits accumulated by WDO's or NBG shall not be included in overprojection credits.
- .02 If completion of the last pairing(s) in a bid period would cause a blockholder to exceed the eighty-five (85) credit maximum, the Company may remove a pairing(s) from the flight attendant's block in order to keep the blockholder below the maximum.
- .03 A flight attendant's actual monthly credit hours may exceed eighty-five (85) under the following conditions.
- .04 On her last duty period of a month, a flight attendant may commence and complete said duty period provided that she will not exceed the maximum of eighty-five (85) hours by more than one-half (1/2) the blocked credit of her duty period. However, no flight attendant will depart her home base with more than eighty-five (85) hours total monthly credits.

## 5.23 Scheduling Rules - Sick Leave Book-On/Return to Duty

- .01 When a flight attendant has booked off and subsequently advises crew scheduling that she is fit to assume/resume flight duty she will be returned to her awarded block pairing if she books on prior to 1800 hours the day before the pairing originates. If she books on after 1800 hours crew

scheduling will have the option of returning the flight attendant to her original pairing or reassigning her under the provisions of Article 5.17. If the flight attendant cannot be returned to her pairing or reassigned she may at her option stand reserve or remain on sick leave until she can be returned to her scheduled block.

- .02 When a flight attendant is ready to resume flight duty too late to allow her to bid for the next bid period, she will be assigned a reserve block.

#### 5.24 Bidding Procedures

- .01 The bid package will be published no later than the fifteenth (15th) of each month preceding each bid period.
  - (a) all changes to pairings must be posted forty-eight (**48**) hours prior to bid closing date. Upon mutual agreement between the scheduling committee and the Company, the closing bid date may be extended
  - (b) in the event of a schedule change, the Company may elect to issue a new bid package and re-block the remaining days in the month in the bid period
- .02 The bid closing date shall be not later than the twenty-first (21st) day of the appropriate month.
- .03 Awarded blocks will be deposited in the flight attendant's mail boxes not later than the twenty-fifth (25th) day of the appropriate month.
- .04 The bid package shall contain the following:
  - (a) an information package
  - (b) two (2) standard bid sheets
  - (c) the pairing listings
- .05 The information package shall contain the following:
  - (a) the dates of the closing and issue of the awarded blocks
  - (b) the names and seniority numbers of flight attendants known to require line indoctrination, training or check flight(s) and appropriate credits for the month

- (c) the names and seniority numbers of flight attendants on vacation or leaves of absence
- (d) the names of the flight attendants whose previous block caused an overlap into the next bid period, the overlap credit, day of end of duty and the time of end of duty
- (e) a list of all flight attendants at the base eligible to bid, along with their seniority number
- (9) a pairing calendar

.06 The pairing listings shall contain the following information:

- (a) pairing number
- (b) pairing frequency showing the day of the month and the effective dates the pairing operates
- (c) flight number
- (d) local departure time at each station
- (e) local arrival time at each station
- (f) flight time for each leg
- (g) local time at which duty ends
- (h) total duty time
- (i) pairing total flight time
- (j) credit guarantees
- (k) layover elapsed time
- (l) name or identifier of hotel, where possible
- (m) name of the transportation company to/from hotel, where possible
- (n) scheduled hotel pick-up time, where possible
- (o) destination meals and expenses
- (p) on-board meals
- (q) if deadheading, the deadheading flight number(s), local departure time(s), arrival time(s), elapsed time(s) and credit time(s)

.07 If a flight attendant does not submit a bid, the scheduling committee will revert to a preferential route bid (**PRB**) that all flight attendants are encouraged to submit. The **PRB** shall indicate the type of flying, days off preferred and other personal preferences. This form will be of a format approved by the scheduling committee and will be kept on file. A flight attendant may update her **PRB** at any time.

.08 If a flight attendant does not submit a bid and she does not have **PRB** on file, her flying will be assigned from the remaining pairings.

- .09 No bids shall be accepted after the closing date and time unless extenuating circumstances dictate and only with the approval of the scheduling committee.
- .10 Telephone bids will not be accepted, unless the flight attendant is on vacation or leave of absence when the bids are due.
- .11 A flight attendant who *is* absent from her home base or on sick leave may arrange to have another flight attendant submit a bid on her behalf. The name and telephone number of the flight attendant submitting the bid must be indicated on the bid sheet in the event that the scheduling committee may wish to contact her with respect to the bid.

## 5.25 Trip Trades

- .01 Flight attendants requesting a trip trade shall do so in writing shall both sign the request and shall submit the request a minimum of forty-eight (**48**) hours in advance to flight operations who shall approve or reject the trip trade within twenty-four (24) hours.

Trip trades are subject to the following conditions:

- (a) the employee scheduled for the flight(s) will receive all credits as if she had operated the flight(s), i.e. credits, premiums, vacation accumulation, etc.
- (b) all expenses will be paid to the flight attendant who works the flight(s)
- (c) sick leave provisions will apply to the flight attendant who has agreed to work the flight(s)

## **ARTICLE 6 - TRANSPORTATION AND EXPENSES**

- 6.01 Cabin personnel who transfer from one base to another pursuant to Article 13 shall pay their own moving expenses to the new base, except as provided in Article 6.02, except that the Company will furnish free space available air transportation on the Company's system for such cabin personnel and members of their immediate family to the extent permitted by law.
- 6.02 Cabin personnel who relocate at Company request or who move to another base because of a base closure shall be entitled to moving expenses in accordance with the following:

## .01 Time Off

In accordance with Article 13.11

## .02 Transportation

Employee and spouse will be entitled to up to two (2) space available passes to the new base for house hunting purposes. It is expected that these trips will be done during the employee's scheduled days off and/or between assignments. In addition, the employee will be allowed to travel once by personal automobile or train or space available Company pass to a new base at the time she establishes her new residence at her new base.  
\*see Letter of Understanding

## .03 Expenses

The employee will be reimbursed by the Company for reasonable meal expenses (not per diem), hotel allowance and mileage allowance (one automobile) incurred by herself and dependents during the period of automobile transportation to the changed assignment. Additionally, reasonable current living expenses for the employee and her dependents at the new base will be allowed for a period not to exceed seven (7) days.

## .04 Household/Personal Effects

The expense of moving household and personal effects by a legitimate cartage company. It shall be the responsibility of the Company to arrange all such moves.

## 6.03 In-Flight Meals

Effective May 1, 1994, a meal allowance of \$2.00 will be paid for each actual hour (or portion thereof) of the duty period. (ie. check-in to check-out.)

## 6.04 Layover Expenses

The dollar amounts specified below shall not be less than those specified for pilots.

.01 Layover meal expenses will be provided in accordance with the following:

Breakfast	\$ 9.92
Lunch	\$11.02
Dinner	\$18.74
Snack	\$ 3.30

Effective January 1, 1995 - Increase by 3%

When the above expenses are incurred in the **U.S.A.**, funds shall be paid in U.S. dollars.

.02 The allowable meal expense for each pairing will be based upon the total of the following:

- (a) arrival day expenses, plus
- (b) layover day expenses, plus
- (c) departure day expenses

Note: The effective arrival and departure times may be varied by mutual agreement between the Company and the Union after a review of individual pairings.

.03 Based on the following scheduled arrival times, the arrival day expenses will include:

- (a) Between 0200 hours and 0959 hours inclusive:  
Breakfast, Lunch, Dinner & LNS
- (b) Between 1000 hours and 1259 hours inclusive:  
Lunch, Dinner & LNS
- (c) Between 1300 hours and 1859 hours inclusive:  
Dinner & LNS
- (d) Between 1900 hours and 2159 hours inclusive:  
Dinner
- (e) After 2159 hours:  
LNS

.04 The Layover day expenses will include:  
Breakfast, Lunch, Dinner & LNS

.05 Based on the following scheduled departure times, the departure day expense will include:

- (a) Before 1200 hours:  
Breakfast



- (b) Between 1200 hours & 1759 hours inclusive:  
Breakfast & Lunch
- (c) Between 1800 hours and 2159 hours inclusive:  
Breakfast, Lunch & Dinner
- (d) After 2200 hours:  
Breakfast, Lunch, Dinner & LNS

#### 6.05 Accommodations at Layover Stations

A hotel gratuity allowance of \$2.20 per layover will be paid to each flight attendant commencing the first day of the month following ratification.

6.06 Where an employee has her own vehicle, a parking facility will be provided by the Company at no cost to the employee.

#### 6.07 Co-Terminal Operations

.01 All Edmonton based cabin personnel will report for duty and/or terminate such duty at the Edmonton Municipal Airport. In the event that the flight originates and/or terminates at the Edmonton International Airport, the Company will provide transportation to and from the Edmonton Municipal Airport.

.02 In the event of a flight being unable to land at Vancouver Airport and being diverted to Abbotsford Airport, duty periods for cabin personnel will terminate at the Vancouver Operations Centre.

6.08 The provisions of 6.03 and 6.04 shall apply to flight attendants on layover for training.

### **ARTICLE 7 - PROBATION**

7.01 All new employees shall be required to serve a probationary period of six (6) months from the last day of the initial training course. This period will be extended by the length of any period of absence in excess of fourteen (14) consecutive days.

7.02 An employee shall not be required to serve more than one (1) probationary period as stated in Article 7.01.

7.03 Application of Agreement - except as otherwise provided herein an employee shall during the probationary period be regarded as coming within the scope of this

Agreement and shall enjoy all rights and benefits of this Agreement.

## **ARTICLE 8 - SENIORITY - GENERAL**

- 8.01 An employee's seniority shall begin to accrue from the last day of the regular initial ground training course. Seniority shall be determined by the drawing of lots with the exception of currently employed staff transferring into the bargaining unit, whose Company seniority will prioritize them to the top of their training class. Seniority of all employees shall be on a system wide basis.
- 8.02 An employee, once having established a seniority date in accordance with this Agreement, shall not lose that date, except as provided in the Agreement.
- 8.03 Seniority shall govern all employees in case of promotion and demotion, their retention in case of reduction in force, vacations, their assignment or re-assignment due to expansion or reduction in schedules consistent with the employee scheduling procedures, their re-employment after release due to reduction in force and their choice of vacancies.

This clause will apply, except as otherwise stipulated in this Agreement.

- 8.04 An employee who resigns, is dismissed or who fails to return from an authorized leave of absence in accordance with the agreed conditions with just cause shall forfeit all seniority rights. If any employee is dismissed and later re-instated under the grievance procedures, the employee's seniority will also be re-instated.
- 8.05 Seniority shall not govern, in any respect, transfers to non-flying duty or assignments to non-flying duty, supervisory duty or special assignment duty. However, whenever a senior employee is not considered for any of the above, the Company official concerned, upon written request of the employee concerned, will furnish the reasons therefor.
- 8.06 An employee whose service with the Company is permanently severed or who resigns or is dismissed from the service of the Company shall thereupon forfeit all previously accrued seniority rights and the employee's name shall be removed from the seniority list.

## **ARTICLE 9 - SYSTEM SENIORITY LIST**

- 9.01 Seniority Lists: employee system seniority lists shall be prepared by the Company as of April 1st annually and posted at each base. This list will identify each employee by name in seniority sequence, and it shall include: the Company employee number, Company service date, current and date of entry into the scope of the Agreement and the adjusted date of seniority if applicable. An addendum

to the Employee System Seniority List shall be published October 1st. Such addendum shall reflect the deletion or addition of names, as the case may be, and shall be posted on the employee's Crew Room Bulletin Board at each base, with a copy to the Union.

- 9.02 Employees shall have thirty (30) calendar days after the posting of each list or addendum in which to protest in writing to the Company any alleged omissions or errors affecting their seniority, but such protests shall be confined strictly to errors or changes occurring subsequent to the posting of the last system seniority list. After all protests have been considered and any adjustments found necessary have been made, such lists shall be revised accordingly and shall be binding on all employees affected. Where an employee is on vacation, leave of absence or out of the country or on sick leave at the time of posting she may protest within thirty (30) days after her return to duty.
- 9.03 Employees' names shall appear on the seniority list regardless of their probationary status.

**ARTICLE 10 - TRANSFER TO POSITIONS OUTSIDE THE SCOPE OF THE AGREEMENT**

- 10.01 .01 Employees transferred or promoted to positions not covered under the scope of this Collective Agreement performing assignments directly associated with cabin personnel functions shall accrue and retain seniority for up to six (6) months. At the completion of this cumulative six (6) months, the employee shall retain seniority, but no longer accrue seniority.

Those employees who may be appointed to the Training Department may retain and accrue seniority for a period of up to eighteen **(18)** months cumulative.

Other Assignments

- .02 Employees transferred or promoted to positions not directly associated with cabin personnel functions shall accrue and retain cabin personnel seniority for a cumulative total of six (6) months. At the completion of this cumulative six (6) months, they shall lose all cabin personnel seniority and their names shall be removed from the seniority list.
- .03 An employee who elects to come back into the bargaining unit up to the six (6) months will be frozen in that position for one year. After the one year period has been served, the employee may then again bid to a position outside the scope of this Agreement.

- 10.02 When a flight attendant is transferred to non-flying duties with the Company on account of physical incapacity because of sickness or injury or becomes sick or injured while on such non-flying duty, she shall retain her seniority during such period of sickness or injury until she is able to return to flying duty or is found to be unfit for such duty for a continuous period, not to exceed five (5) years. Notwithstanding the foregoing, a flight attendant may accrue seniority for a period in excess of five (5) years while assigned to such non-flying duties, provided such assignment is in accordance with a recognized rehabilitation program.
- 10.03 Any employee leaving the bargaining unit for any reason provided under this Article and retaining seniority shall not have the right at any future time to exercise this seniority in accordance with any provision of this Agreement to effect a return to the bargaining unit if any employee in the bargaining unit is then on non-voluntary laid-off status or if this would result in the lay-off of any employee in the bargaining unit. In this circumstance only the employee returning to the bargaining unit will revert to lay-off status until she is able to exercise her seniority to accept recall in accordance with Article 12.

## **ARTICLE 11 - REDUCTION IN FORCE**

- 11.01 When there is to be a reduction in force at a base, cabin personnel will be laid-off at that base in reverse order of seniority.
- 11.02 Employees will receive notice, in writing, as far in advance as possible, but in no event less than fifteen (15) days prior to the effective date of lay-off. A lay-off notice dated and mailed at least three (3) days prior to the fifteen (15) day period of effective notice required shall fulfil the time requirements of this provision. The Union shall receive a copy of all lay-off notices.
- (a) Failure to provide the above notice as specified would result in fourteen (14) days pay to the employee.
- 11.03 A notice shall contain the following information:
- (a) effective date of lay-off
- (b) any known vacancies in the system existing on the date of the notice
- (c) the number of employees at each base who are junior and who are expected to remain employed after the effective date of lay-off
- 11.04 An employee, in receipt of lay-off notice, will be laid-off at the base of her last permanent assignment, unless she exercises her seniority to:

- (a) accept any vacancy in the system, provided she notifies the Company of her decision at least one week prior to the effective date of lay-off; or
- (b) if no vacancy in the system is available then she may bump a junior employee in the system provided further that she advises the Company of her decision to bump the junior employee at least one (1) week prior to the effective date of lay-off
- (c) only an employee who elects to bump the most junior employee on the system, will be eligible for the provisions of Article 6.02. Any employee taking this option waives the right of recall

11.05 When an employee exercises her seniority to bump in accordance with Article 11.04 (b), the junior employee who has been bumped will be given notice in accordance with Article 11.02.

11.06 Cabin personnel who elect to exercise their seniority in accordance with Article 11.04 (a) or (b) above, shall be given a minimum of two (2) weeks from the date notice is given to bump or fill vacancy, to report for duty at the new base. The Company shall keep the employee on the payroll and available for duty at her former base between the effective date of lay-off and the date required for duty at the new base, notwithstanding that more senior employees are laid-off at the base. In no case shall the employee be required to remain at her former base longer than three (3) weeks.

Note: It is understood that the benefits provided in this Clause are in addition to those provided in Article 13.11.

For the purpose of this Clause "available for duty at her former base" shall mean that:

- (a) the employee shall be awarded a block at the new base only
- (b) where awarded a regular block, she shall have the option of operating the flights in her block at the new base or being assigned to reserve at her former base on the days on which she was scheduled to commence a duty period
- (c) where awarded a reserve block, she shall be assigned to reserve at her former base on the days scheduled in her block

11.07 Employees who have been laid-off, should confirm their current address with the Manager, Inflight Operations and Standards within two (2) weeks of such lay-off, and they shall promptly advise the Supervisor in writing of any change of address.

- 11.08 Employees, laid-off due to a reduction in force, shall continue to accrue seniority for the duration of the lay-off, but length of service for sick leave shall not accrue during the period of lay-off,

At the request of the employee, the Company will continue, for up to six (6) months, benefit premiums, i.e. dental, medical, extended health provided that the employee pays the full cost of the premiums in advance of the effective date of layoff.

- 11.09 Prior to any reduction in force which results in group lay-offs, the Company shall notify the Union as early in advance as possible of the action being taken in order to enable the parties to discuss possible ways of avoiding a lay-off or minimizing the adverse effects of lay-off.
- 11.10 Employees' rights, under this Article, shall terminate at the end of three (3) years from the effective date of lay-off, and the employee shall be deemed severed from the employ of the Company, unless re-employed with the Company within this period.

## **ARTICLE 12 - RECALL**

- 12.01 An employee holding laid-off status shall be notified by the Company by registered mail or Commercial Courier Service to the last address filed with the Manager Inflight Operations and Standards of every available assignment at her base to which her seniority entitles her. Such notice(s) shall be copied to the Union.
- 12.02 An employee may decline to accept a temporary vacancy. An employee, who accepts a temporary vacancy, will retain the right to receive recall notice to any permanent vacancy which may arise. An employee, who declines a temporary vacancy, will retain the right to receive recall notice to any vacancy which may arise.
- 12.03 .01 An employee recalled to a permanent vacancy at her own base must accept the recall within the time limits stipulated hereunder. An employee, who fails to respond to a recall under this Article or who rejects a permanent vacancy at her base, shall have her name removed from the seniority list and thereafter shall be deemed to have resigned.
- .02 An employee on laid-off status, who is willing to accept a vacancy at another base, must file a Statement of Preference in accordance with Article 13.03.
- .03 If any employee accepts a temporary assignment at other than her base, she shall be returned to her base (last point of permanent assignment)

upon completion or termination of the assignment.

- 12.04 .01 An employee, who is notified of an available vacancy must advise the Company official specified in the notice within five (5) days (exclusive of Saturday, Sunday and General Holidays) from the date that the notice is delivered at the employee's last known address, of her intention to accept or reject the vacancy.
- .02 Failure to notify the Company within the stipulated time limits will be considered a rejection of the assignment.
- 12.05 An employee who accepts a recall or a vacancy pursuant to 12.03.02 shall be allowed a minimum of fourteen (14) days from the date the recall is confirmed or the vacancy is awarded to report for duty at the designated base. The fourteen (14) day period may be reduced or extended by agreement between the Company and the employee.
- 12.06 An employee who accepts a permanent vacancy, will not be permitted to reverse her decision. An employee who accepts a temporary vacancy will not be permitted to reverse her decision, except under extenuating circumstances.
- 12.07 The Company shall not hire any new flight attendants until all flight attendants on laid-off status have been offered an opportunity to accept re-employment under the provisions of this Article.
- 12.08 An employee's rights, under this Article, shall terminate at the end of three (3) years from the effective date of the lay-off, and the employee shall be deemed severed from the employ of the Company, unless re-employed with the Company within **this** period.

### **ARTICLE 13 - FILLING OF VACANCIES**

- 13.01 When there is a vacancy at a base the Company shall determine if it is:
- (a) short term vacancy;  
less than one month, or
  - (b) temporary vacancy;  
a known absence greater than (a) above, but less than six (6) months, or
  - (c) permanent vacancy;  
six (6) months or more

EXCEPTIONS: Notwithstanding (b) above, all vacancies resulting from the

absence of an employee due to leaves of absence or maternity/child care leave shall be considered a temporary vacancy. In addition vacancies to meet increased staffing requirements occurring on a seasonal basis because of additional aircraft and/or the re-assignment of aircraft to a particular base for a period of up to six (6) months will be considered a temporary vacancy.

13.02 .01 Short term vacancies shall be filled by the assignment of reserves from one base to another or in any order the Company deems fit.

.02 Temporary vacancies at a base shall be filled in the following order:

- (a) offer in order of seniority to employees on laid-off status at that base
- (b) acting on all Statements of Preference on file for temporary vacancies for that base, in order of seniority, provided that such action does not create a vacancy, (i.e. laid-off employees)
- (c) a graduate from a training class to the standards approved in accordance with the Company operating certificate

.03 Permanent vacancies shall be filled in order of seniority by:

- (a) an employee who is laid-off at that base
- (b) an employee who has a Statement of Preference on file for that base
- (c) an employee who bids a vacancy notice posted in accordance with Article 13.09
- (d) a graduate from a training class to the standards approved in accordance with the Company operating certificate

Note: Each vacancy under 13.02 .03 above will be filled separately commencing with (a).

13.03 .01 An employee (including those holding laid-off status) who desires to transfer to a different base may file a Statement of Preference, in writing, to Manager, Inflight Operations and Standards stating:

- (a) the base or bases in order of preference to which she desires to transfer
- (b) whether she will accept a permanent or temporary vacancy, or both



- (c) and the date on which such statement is to become effective

The Company will acknowledge in writing to the employee, the receipt of the employee's Statement of Preference for a vacancy.

- .02 A Statement of Preference will not be considered unless it is on file on or before the date the Company commences actioning of Statements of Preference for a vacancy.

13.04 An employee will not be allowed to retract bids on posted vacancy notices after the closing date and time stipulated in the notice, nor will she be allowed to reverse her decision once she has accepted a vacancy awarded as a result of a Statement of Preference, unless mutually agreed between the Company and the employee.

13.05 .01 An employee shall renew her Statement of Preference on the first of January each year. Statements of Preference may be withdrawn and subsequently re-instated in the same manner at anytime as outlined in .02 below.

.02 Statements of Preference may be submitted anytime and shall remain valid:

- (a) until withdrawn by the employee, or
- (b) until refused as provided in Article 13.06 below, or
- (c) until January first of the following year, or
- (d) until actioned by the Company and accepted by the employee

.03 An employee on initial assignment with the Company may file a Statement of Preference, but the request need not be acted upon by the Company during the probationary period specified in Clause 7.01.

.04 Upon transfer, a flight attendant may file another Statement of Preference, but will not be allowed to move within six (6) months of her last transfer.

13.06 When a Statement of Preference is actioned, the employee may refuse to accept the vacancy, provided that she does so within five (5) days (exclusive of Saturdays, Sundays and General Holidays), however, no further Statements of Preference for that base will be accepted from the employee for a period of six (6) months from the date of refusal.

13.07 The Company shall compile at each base, an up-to-date list of all employees who

have Statements of Preference on file. This list shall include in each case the base at which the employee is presently located and the base or bases desired on the Statements of Preference. The Union will have access to such list and Statement of Preference.

13.08 When a Statement of Preference is actioned, the names of employees involved will be posted as soon as possible at each base, a copy of which shall be sent to the Union.

13.09 When required pursuant to Article 13.02, notice of vacancies shall be posted as far in advance as possible at **all** bases. The notice will contain the following:

- (a) location
- (b) number and/or type of vacancies available
- (c) date of commencement and if temporary, estimated length of vacancy
- (d) deadline date after which bids will not be accepted. Such date will not be less than ten (10) days (exclusive of Saturdays, Sundays or General Holidays) after the posting of a vacancy notice

Bids shall be submitted, in writing, in accordance with the terms of the vacancy notice

13.10 .01 An employee who has been assigned a short term or temporary assignment away from home base shall be provided with meals, transportation and accommodation in accordance with Article 6, or suitable **expense** allowance in lieu thereof.

For employees who are assigned short term or temporary transfers under Article 12.02 of the Agreement, the Company will grant, upon request, passes on the same priority as deadheading crew on Company aircraft.

.02 If a temporary vacancy remains in effect in excess of six (6) months, and it is apparent it will become permanent it shall be filled in accordance with Article 13.02 .03.

.03 An employee who accepts a temporary vacancy at other than her base, shall be returned to her base (last point of permanent assignment) at the termination of the vacancy.

13.11 An employee shall be allowed a reasonable period between the time she is relieved of her duties and the time she is required to report at the new location.

Such time shall be established in advance and have regard to the means of travel.

An employee who has completed her probationary period shall be released from all duty for a period of seven (7) consecutive days at such time as the employee deems necessary (subject to mutual agreement) for the establishment of a permanent domicile at the location of the new assignment. The employee shall be given the option of taking seven (7) consecutive days or splitting the seven (7) days into two (2) parts. The total of seven (7) consecutive days shall consist of days off or duty days or a combination of the foregoing. During this period, there will be no **loss** of salary, nor will any repayment of Guaranteed Day(s) Off be necessary. This Clause shall be applicable to all transfers within the department, except transfer as a result of mutual base exchange(s).

- 13.12 Mutual Base Exchange - ~~two~~ or more employees who have completed their probationary period and who have filed a Statement of Preference will be allowed to exchange bases, subject to Company approval, seniority and qualifications, on a mutual exchange basis. All costs associated with such an exchange will be borne by the employee(s) involved. Such exchange(s) will not create or fill a vacancy and will not be unreasonably withheld.

#### **ARTICLE 14 - VACATIONS**

- 14.01 For the purpose of calculating and recording annual vacations a "vacation year" has been established. The year begins May 01 and ends April 30.
- 14.02 Vacation Entitlement - length of Service with the Company for paid vacation entitlement progression will not be regarded for any reason, other than termination or resignation.

Entitlements in the vacation years during which anniversaries occur are as follows:

1st Anniversary year - proration of 14 days as per Article 14.03.

2	Anniversary Years	- 14 calendar days
3rd to 5th	Anniversary Years	- 21 calendar days
6th to 9th	Anniversary Years	- 28 calendar days
10th and over		- 35 calendar days

- 14.03 .01 Notwithstanding Article 14.02 above, any employee who does not work a full "Vacation Year" will have the vacation entitlement prorated for that year to be taken in the following year, except as otherwise provided for by this Agreement. The proration formula is as follows:

Number of Days  
on the Payroll

Article 14.02  
x Service Entitlement

Equals: Vacation Entitlement Rounded Up  
365

- .02 .01 Time off duty on account of illness and non-occupational injury not exceeding seventy (70) calendar days in a vacation year shall be included in the computation of service for vacation purposes.
- .02 Time off duty on account of injuries as covered by Workers' Compensation Board of each Province shall be included in the computation of service for vacation purposes.

#### 14.04 General Holidays

General Holidays will be accrued and granted in conjunction with vacation on the basis of four (4) credit hours for each of the following ten (10) statutory holidays to a maximum of forty (40) credit hours per year:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Provincial Holiday	Boxing Day

An employee will be entitled to general holidays as noted above, if she was on the payroll at the time of the general holidays.

- 14.05 .01 Vacation and general holiday periods shall be taken in the vacation year immediately following that in which the vacation and general holiday entitlement was earned (i.e. all entitlements earned prior to May 1 shall be taken during the year May 1 to April 30 next).
- .02 .01 An employee who is unable to take her vacation as awarded as a result of being on laid-off status at the time when such vacation or General Holiday period(s) are scheduled shall be given:
- (a) a choice of either taking pay in lieu of vacation or general holiday period(s) at the commencement of lay-off or at any time during the lay-off upon application to the Base Manager
  - (b) a new vacation or General Holiday award if recalled on or before April 1, subject to the availability of vacation or general

holiday period(s) at the base and the requirements of service.

- (c) notwithstanding the above, the Company shall have the right to pay an employee in lieu of vacation or general holiday period(s) if such employee is not recalled before April 30th of any year

.02 Credits

- (a) Laid-off employees who take pay in lieu of vacation as per 14.05.02.01(a) shall be paid two (2) percent of their total wages earned during the period to which the entitlement applies for each week of vacation and general holidays due pro-rated for a part month.
- (b) Employees who do not take pay in lieu of vacation in accordance with Article 14.05.02.02 a) but elect to take vacation on return to duty will be paid in accordance with Article 14.08.

.03 An employee who is unable to commence her awarded vacation or general holiday period(s) due to illness or injury shall be awarded a new vacation or general holiday period(s) upon return to duty provided, however, if the employee does not return to duty on or before April 30th of any year the Company shall have the right to pay such employee in lieu of vacation or general holiday period(s) awarded for that year.

.04 An employee who takes a parental leave pursuant to Article 15 may request her outstanding vacation and general holiday period be change in accordance with Article 15.09.10.

.05 Notwithstanding the rules specified in this Article in extenuating circumstances the Company and the Union, by mutual agreement, may make special arrangements to suit the individual. Such arrangements may include payment in lieu of vacation or general holiday period(s) and deferment within the same vacation year.

.06 Vacation and general holiday periods once awarded may only be altered by an employee with the concurrence of the Company.

14.06 Employees who are entitled to annual vacation as determined by Article 14.02 and General Holidays as determined by Article 14.04 may split the actual entitlement as follows:

Total Actual Entitlement (After Proration)

0 - 13 calendar days	-	1 or 2 periods neither less than 7 days
14 - 27 calendar days	-	1 or 2 periods neither less than 7 days
28 - 41 calendar days	-	1, 2 or 3 periods with no period less than 7 days
42 - 55 calendar days	-	1, 2, 3 and 4 periods with no period less than 7 days

## 14.07 Bid and Award Procedures

.01 Not later than February 1 of each year the Company will publish:

- (a) vacation entitlement for vacation to be taken in the following year
- (b) approximate number of employees allowed to take vacation at any one time

Note: Such entitlement shall be correct for the period May 1 to December 31, but may be adjusted to reflect proration for the period January 1 to April 30th. Adjusted entitlements will be published, not later than May 20th.

.02 Flight attendants will be required to submit their vacation preferences for the following vacation year in writing to Manager Flight Operations Administration by February 20th, unless otherwise stated on the vacation bulletin.

.03 A union representative shall assist in the awarding of vacation bids.

.04 Vacation and general holiday periods shall be awarded in order of seniority at each base. No less than five (5) percent of the employees at each base will be permitted to take vacation in any one month.

.05 All awards will be posted by March 1st, unless a mutually agreed delay is arranged. All awards shall be considered final on March 31st.

.06 Employees transferring to a new base will retain the vacation date(s) originally awarded to them if available at the new base. Where a change of date(s) is necessary, the employee will be allowed to rebid, and the Company will confirm the new vacation date(s) within thirty (30) days from the effective date of transfer.

## 14.08 Credits

During the vacation and general holiday periods, an employee shall be credited

for pay and limitation purposes as follows:

for monthly blocks: two point seven (2.7) hours per day for pay and flight time limitations. Such credits shall be accrued from midnight start date to midnight termination date.

## **ARTICLE 15 - LEAVES OF ABSENCE**

15.01 When the requirements of service permit, an employee may, upon written request, be granted a Leave of Absence for a period not in excess of one year. Such written requests shall set out the reason(s) therefore. Requests received prior to the first day of the month preceding the block period will be considered in order of seniority within the classification. Leaves of Absence will be approved in writing not later than the date the pairings are published. It is understood that a request for a compassionate Leave of Absence which occurs during the block month may be granted, although other request(s) pursuant to this Article have been refused. It is further understood that requests for Leaves of Absence which become available during the block period or were available, but not requested prior to the first day of the preceding month will be granted in order of receipt, except that request(s) received on the same day will be considered in order of seniority.

Note: Leaves of Absence which are granted without pay in accordance with the above will not create a pay advantage to the employee because of the minimum monthly guarantee.

15.02 Employees who have been granted a Leave of Absence pursuant to Article 15.01 will continue to accrue seniority during such periods of approved leave. Salary progression will be retarded and vacation entitlement pro-rated after six (6) months.

15.03 .01 Leaves of Absence on account of illness or injury will not retard salary progression or vacation entitlement.

.02 An employee returning from extended sick leave must have been declared fit by a medical officer before returning to line duty. An employee will not suffer any loss in pay pending the completion of Emergency Procedures Training Examinations.

15.04 Length of service for pay purposes will not be retarded, nor will vacation entitlement be reduced or prorated as a result of leave of absence of less than six (6) months approved by the Company to avoid lay-offs at the base. In this circumstance, the Company's share of benefit costs will be continued provided the employee's share of benefits are paid in advance.

- 15.05 .01 Prior to operating as cabin personnel, an employee must pass the Emergency Procedures Training Examinations, if her qualifications have lapsed. The Company will provide such training as soon as practical following notice of the employee's intent to return to duty. In order to prevent loss of pay an employee may voluntarily take her emergency procedures training during her leave of absence.
- .02 An employee who voluntarily elects to take Emergency Procedures Training during a leave of absence will be credited with fifty (50) percent of the total time involved for training only for pay purposes and paid upon return to work. There will be no pay for travel to or from such training.
- 15.06 Employees on leave of absence from the Company must not engage in other gainful employment without prior written permission from the Company, provided that the leave of absence can be granted in accordance with Article 15.01. Applications to engage in gainful employment will not be unreasonably withheld. Employees who engage in employment contrary to the intent of this Article, may be terminated.
- 15.07 In the event of a national emergency a flight attendant granted Leave of Absence for the purpose of serving in the Canadian Armed Forces or for the purpose of engaging in essential war work with the Government or other employer shall be governed by the provisions of the re-instatement in Civil Employment Regulations, as amended or other applicable law. Such flight attendant shall retain and continue to accrue seniority and service for pay purposes during such absence.
- 15.08 An employee returning from leave of absence shall be re-instated at her base in accordance with the seniority and other related provisions of this Agreement.
- 15.09 Leave for Employees With Child Care Responsibilities
- Every employee shall be granted a leave of absence from employment in accordance with 15.09.01 and 15.09.02.
- .01 Where an employee provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant, she shall be granted a leave of absence from employment which shall commence on the date specified by the employee and end not later than seventeen (17) weeks following the actual day of her confinement. In accordance with Article 15.09.06.01 and 15.09.06.02, the Company reserves the right to require an employee who elects to continue flying while pregnant to provide, every two weeks, the Company Medical Officer with a certificate from her personal physician stating that she is fit to perform flight duty.



- .02 Subject to Article 15.09.03, where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted a Leave of Absence from employment of up to twenty-four (24) weeks commencing, as the employee elects;
- (a) In the case of a female employee:
    - (a) on the expiration of any Leave of Absence from employment taken by her under Article 15.09.01
    - (b) on the day the child is born, or
    - (c) on the day the child comes into her actual care and custody, and
  - (b) In the case of a male employee:
    - (a) on the expiration of any Leave of Absence from employment taken in respect of the child by a female employee under Article 15.09.01
    - (b) on the expiration of any Leave of Absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province
    - (c) on the day the child is born, or
    - (d) on the day the child comes into **his** actual care and custody, and
  - (c) Subject to 15.09.03, where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for adoption of a child that employee ~~is~~ is entitled to and shall be granted a leave of absence from employment of up to twenty-four **(24)** weeks commencing on the day the child comes into the employee's care.
- .03 The aggregate amount of leave of absence from employment that may be taken by two (2) employees under Article 15.09.02 in respect of the birth or adoption of any one (1) child shall not exceed twenty-four **(24)** weeks.
- .04 Every employee who intends to take a Leave of Absence from employment under Article 15.09.01 and 15.09.02 shall:

- (a) give at least four **(4)** weeks notice, in writing, to the employer unless there is a valid reason why such notice cannot be given; and
  - (b) inform the employer in writing of the length of leave intended to be taken
- .05 Every employee who intends to take or is on leave of absence from employment under Article 15.09 shall give at least four **(4)** weeks notice in writing to the employer of any change in the length of leave intended to be taken unless there is a valid reason why such notice cannot be given.
- .06 Subject to Article 15.09.06.01, no employer shall require an employee to take a leave of absence from employment because the employee is pregnant.
- .01 An employer may require a pregnant employee to take a Leave of Absence from employment, if the employee is unable to perform an essential function of her job and no appropriate alternative mutually agreed upon job, is available for that employee.
- .02 A pregnant employee, who is unable to perform an essential function of her job and for whom no appropriate alternative mutually agreed upon job is available, may be required to take a leave of absence from employment, only for such time as she is unable to perform that essential function.
- .03 The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.
- .07 Every employee, who intends to or is required to take a Leave of Absence from employment under Article 15.09, upon written request, shall be informed, in writing, of every employment, promotion or training opportunity that arises during the period when the employee is on Leave of Absence from employment and for which the employee is qualified.
- .08 Every employee, who takes or is required to take a Leave of Absence from employment under Article 15.09, shall be re-instated to the classification and the base that the employee occupied when the Leave of Absence commenced. The employee shall receive all increases in wages and benefits to which the employee would have otherwise been entitled.
- .09 .01 The Health and Disability Benefits of any employee, who takes or is required to take a leave of absence from employment under Article 15.09, shall accumulate during the period of the leave for a maximum

of seventeen (17) weeks under the provisions of either 15.09.01 (a) or (b) and a maximum of twenty-four (24) weeks under the provisions of Article 15.09.02.

- .02 Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in Article 15.09.09.01, the employee is responsible for and must, within a reasonable time, pay that monetary contribution.
- .03 Where an employee exceeds seventeen (17) weeks of leave under the provisions of 15.09.01 (a), she may elect to maintain her Health and Disability Benefits, provided that she is responsible for and must within a reasonable time, pay the full cost of the benefits for the period in excess of seventeen (17) weeks.
- .04 For the purposes of calculating the Health and Disability Benefits of an employee, who fails to pay the monetary contribution required by Article 15.09.09.02 employment on the employee's return to work, shall be deemed to be continuous with employment before her absence.
- .05 For the purposes of calculating benefits of an employee, who takes or is required to take a leave of absence from employment under this Article, other than benefits referred to in Article 15.09.09.04, employment on the employee's return to work, shall be deemed to be continuous with employment before her absence.
- .10 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, be taken either at the commencement or end of Childcare Leave. This request will be granted, provided that notice is given in accordance with 15.09.05 above and is subject to operational requirements if subsequently changed. An employee shall not be permitted to carry over into the following vacation year any of the aforementioned outstanding time off.
- .11 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 Article 15.09 or take into account the pregnancy of an employee or the intention of an employee to take Leave of Absence from employment under Article 15.09 in any decision to promote or train the employee.

.12 Additional Child Care Leave

A leave of absence, without pay, commencing upon the expiration of the leaves specified in 15.09.01 and .02 will be granted to an employee, upon written request, when her health or that of her child requires it. The Company may require that the employee and/or her child be examined by a mutually agreed Medical Specialist prior to granting such leave.

- .13 The seniority of such employee shall continue to accrue for the entire duration of any leaves taken under the provision of Article 15.09.

15.10 Paternity Leave

A male employee will be granted upon written request two (2) days of paid paternity leave at the time of birth of his child. For any additional time lost from a blocked pairing as a result of this clause, the employee will stand reserve and his pay will be protected. Should an employee choose not to stand reserve, the additional time lost will be without pay.

15.11 Compassionate and Bereavement Leave

Employees will be granted a Leave of Absence on compassionate grounds in accordance with the following:

- (a) all employees shall be granted three (3) consecutive scheduled working days with pay when there is a death of a member of the immediate family. These days shall commence following the date of the death.
- (b) one (1) additional day without pay shall be allowed for out of town travel in excess of one hundred and sixty (160) kilometers or two (2) additional days without pay where travel is required outside of North America
- (c) up to three (3) consecutive days, with pay, may be granted for any other situation which the Company considers to be legitimate compassionate grounds. Any such leave over three days necessitated by distance of travel or granted for any other reason considered by the department head to be valid, shall be without pay. Vacation credits and/or time bank may be used at the employee's request
- (d) for any additional time lost from a blocked pairing as a result of the applications of Clauses (a), (b) and (c) above, an employee shall stand reserve and her pay will be protected. Should an employee choose not to stand reserve, the additional leave will be without pay

- (e) for the purposes of this Article, immediate family means husband, wife, common-law spouse, parents, children, sisters, brothers, sister-in-law, brother-in-law, grandparents, grandchildren, parent-in-law or legal guardian of the employee

#### 15.12 Marriage Leave

- (a) An employee shall be granted a leave of absence without pay for their wedding day. The day shall be built into the employee's monthly block when known in advance. When the day cannot be built into the monthly block because of lack of notice, then it shall be awarded subject to operational requirements.
- (b) An employee shall be granted a leave of absence without pay to attend the wedding of a member of their immediate family, subject to operational requirements.

#### 15.13 Jury Duty - Witness Duty

- (a) Employees will be granted time off due to jury duty, coroner's inquest, court witnesses -civil or criminal- and will be carried on the payroll with pay. The provisions of this Clause shall not apply to any employee who, of their own volition, directly or indirectly has an interest in the Court proceedings.
- (b) The Company will compensate an employee for the actual loss of salary when she appears as a witness before any Court, Board, Commission or Administrative Tribunal to testify on matters related to her work or employment with the Company.

Note: Witness: Means a person called by subpoena as a witness to testify under oath or affirmation before one of the above-mentioned courts. However, this term shall not include a person directly or indirectly involved as a party to a proceeding.

- (c) On receipt of payment from the court for such duties, the employee must provide the Company with a statement from the court, indicating payment received for each day or part day served (excluding monies allowed by the Court specifically for meals, travel and other such expenses).
- (d) The employee's subsequent paycheque will be reduced by an amount equal to that received from the Court (excluding monies allowed by the Court specifically for meals, travel and other such expenses).

## 15.14 Committee Leaves

### .01 Leave for Cabin Personnel Blocking Committee

The Company agrees to grant Union leave without pay for members of each base blocking committee each block month as required for the period as agreed by the joint blocking committee for the purpose of block construction and awarding. If the Company requests the employee to take time off, all such time will be with pay.

### .02 Leave for the Health and Safety Committee

Subject to operational requirements and in accordance with Article 22.04 Health and Safety, the Company shall grant Union leave with pay for all Union Health and Safety representatives.

### .03 Leave for the Uniform Committee

.01 Subject to reasonable operational requirements, the Company shall grant Union leave for all Union representatives with pay on the Uniform Committee to perform duties arising in relation to Article 18, Uniforms

.02 The Union's Uniform Committee shall be comprised of three (3) representatives chosen by the Union.

## 15.15 Union Leave

The Company shall allow time off without pay to any employee who is serving on a Union Committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business and provided forty-eight (48) hours written notice is given to the Company by the Union specifying the length of time off. Employees of the Company who become employed by a Local Union shall retain seniority with the Company.

## 15.16 Benefit While On Leave

.01 Employees shall continue to receive Company pass benefits while on leaves of absence covered under Article 15 and in accordance with Article 29.

.02 The Company will when requested provide members of the union negotiating committee with pass privileges over the Company's system when required to travel to or from negotiations.

**ARTICLE 16 - SICK LEAVE**

- 16.01 The Parties to this Agreement acknowledge that the sick leave plan provided for in this Article is intended solely to protect employees in the event of sickness or injury. Sick leave credits will be expressed in terms of flying hours.
- 16.02 On the first day of the month following completion of three (3) full months of service with the Company, each flight attendant will be credited with five hours (5) for each full month of service to a maximum of one hundred and twenty (120) hours.
- 16.03 Utilization of sick leave credits will be limited to a period of seven (7) consecutive calendar days commencing with the first scheduled work day on any one (1) occasion of sickness or injury.
- 16.04 When a flight attendant becomes ill, she will be credited, providing she has sufficient accumulated sick leave, for pay purposes and flight time limitations in accordance with Article 5.08 Credits - Sick Leave.
- 16.05 A flight attendant's accumulated sick leave will be reduced by the hours credited under Article 16.04.
- 16.06 .01 Sick leave will not be granted in advance, nor will it apply for absences covered by Workers' Compensation.
- 16.07 A medical doctor's certificate at Company expense may be required for any period of sickness for which pay has been granted. The Company will not exercise this right unreasonably.

When an employee has been absent, in excess of seven (7) days, a medical certificate may be required before return to duty.

16.08 Away From Home Base:

- .01 (a) Any employee, who becomes sick or injured as a result of having been or being outside Canada on Company business, due to causes related to her occupation or to the living or health conditions peculiar to the countries in which she performed services, shall be properly hospitalized and treated at Company expense. If the sickness or injury necessitates treatment or convalescence in Canada, such employee shall be returned by the Company to Canada.
- (b) This provision shall apply to the recurrences of the same sickness

or injury so long as the employee shall remain an employee of the Company.

- (c) It is understood, the Company will pick up the difference between the cost incurred and that covered by any existing plan.
- .02
- (a) If an employee is taken ill when away from Base on Company business, the Company shall bear the expenses of all costs incurred which are not covered by Provincial or Company insurance or benefit plans, e.g. Ambulance, Taxi, Hospital, etc.
  - (b) Employees who become unavailable for duty at a layover point due to sickness shall be provided with hotel accommodation and expenses until able to return to their base.
  - (c) Employees shall be returned to home base at the earliest possible convenience using the most direct and quickest route of transport, if fit to do so.
  - (d) This route of transport does not include cockpit observer's seat on Company aircraft.

## **ARTICLE 17 - TECHNOLOGICAL CHANGE**

17.01 Technological change in this Article shall be defined as in the Canada Labour Code Part I.

17.02 Whenever the Company proposes to effect a technological change, it shall give notice in writing of the technological change to the Union in accordance with the applicable provisions of the Canada Labour Code.

17.03 Upon request, the Company shall supply the Union with a statement setting out:

- (a) the nature of the technological change
- (b) the date on which the Company proposes to effect the technological change
- (c) the approximate number and type of cabin personnel initially likely to be affected by the technological change
- (d) in general terms, the main operating features of the new equipment and resultant changes in operating procedures



- 17.04 The Company further agrees that when employee(s) are affected by technological change in accordance with this Article, they will be offered positions outside the scope of this Agreement within the Company. Such positions will be subject to available vacancies occurring within one (1) year from the date that notice was given.
- .01 Selection for position vacancies will be subject to the employee(s) meeting the qualifications and having the abilities to fill such vacancy(ies). Provided that qualifications and abilities are equal, seniority as per Article 8 of this Agreement shall prevail.
- 17.05 An employee who fills a vacancy which is under the jurisdiction of another bargaining unit shall be subject to the terms and conditions as provided in the individual Collective Agreement. An employee who fills a vacancy in a non-bargaining unit position shall be subject to the terms and conditions under Company Policy.
- 17.06 The Company agrees to meaningfully consult with the Union, within thirty (30) days of the filing of the notice specified in Article 17.02, to assist employees affected by technological change to adjust to the effects thereof. Such consultation shall be made through the existing process at the Labour Management Committee level.
- 17.07 If any dispute arises between the Parties in relation to technological change, the matter shall be subject to grievance in accordance with Article 20 commencing at Step 3.

## **ARTICLE 18 - UNIFORMS**

- 18.01 Cabin personnel shall wear standard uniforms in such manner as prescribed in Company regulations at all times while on duty. Any uniform considered by the Company will be conservative in appearance, so as not to interfere with the safety and dignity of the flight attendant.
- 18.02 A uniform committee shall be chosen, by the Union, to consult with the Company, prior to the purchase of new or replacement uniforms and components as to the selection of colour, style and quality.

The uniform committee will be provided with sufficient fabric samples to test the safety and durability of proposed uniform items and also provided with copies of any test results obtained by the Company.

- 18.03 .01 The cost of the initial and replacement uniform items will be shared equally between the Company and employees. When a change in design or colour of a uniform item or accessory is implemented by the Company, the

Company shall pay the full cost.

- .02 Company personal identification pin and apron (as requested) will be paid one hundred percent (100%) by the Company and shall be worn to conform to Company uniform standards.
- .03 Uniform items which are optional or in addition to the basic uniform as specified in Article 18.04 will be paid one hundred (100%) percent by the employee.
- .04 The Company will pay one hundred (100%) percent of the cost of any promotional uniform.

18.04 .01 Basic uniform items and accessories shall be provided in the quantities indicated below. All uniform pieces shall have a useful life of twenty-four (24) months (except all weather coat, winter coat, suitcase, winter scarf, briefcase and gloves which shall have a life of thirty-six (36) months).

**Female**

- \* Jackets (2)
- Skirt/Slacks
- Dresses (2)
- Sweater Vest (1)
- Blouses (6)
- Winter Coat (1)
- All Weather Coat (1)
- Scarf (2)
- Belts (2)
- Handbag (1)
- Suitcase (1)
- Leather Gloves (1)
- Winter Scarf (1)
- \* Maternity Dress (as required)  
(Any combination of 2)

**Male**

- Jackets (2)
- Pants (3)
- Sweater Vest (2)
- Shirts (6)
- All Weather Coat (1)
- Winter Coat (1)
- Ties (3)
- Belts (2)
- Suitcase (1)
- Briefcase (1)
- Leather Gloves (1)
- Winter Scarf (1)

.02 The employee cost of uniforms shall be through payroll deduction of \$75.00/month.

18.05 If the Company opens a northern base for flight attendants where Arctic clothing is required discussions will be held between the Union and the Company with regard to the provision of such clothing by the Company.

18.06 All uniforms shall be purchased from the Company.

- 18.07 .01 The Company shall bear the expense of all necessary uniform fittings and alterations for any new uniform.
- .02 Uniform parts which are proven to be damaged either by passengers and/or due to the physical condition of the aircraft shall be repaired or replaced by the Company at no cost to the employee. The decision to repair or replace uniform parts rests with the Company. Claims for repairs are to be substantiated **by** receipts.
- 18.08 Employees shall receive a uniform cleaning allowance of Twenty-six (\$26.00) dollars per month or portion thereof. Effective November 1, 1991 employees shall receive a uniform cleaning allowance of Thirty (\$30.00) per month or portion thereof.
- 18.09 Commencing with the pay period following the completion of the probationary period (Article 7.01), each employee on the active payroll shall receive forty (\$40.00) dollars per year towards the purchase and maintenance of uniform footwear. The above provision is contingent upon the employee wearing footwear that conform to Company uniform standards.
- 18.10 Flight attendants will be permitted to wear a Union membership pin on their Company uniform.

#### **ARTICLE 19 - OTHER UNION CONTROVERSY**

- 19.01 The Union agrees that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.
- 19.02 It shall not be a violation of this Agreement or cause for discharge or discipline of any employee in the performance of her duties to refuse to cross a legal picket line recognized by the Union.
- 19.03 During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slowdown or work stoppage or suspension of work either complete or partial for any reason by the Union.

#### **ARTICLE 20 - GRIEVANCE PROCEDURE**

- 20.01 All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company's Supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time limit to institute grievance:

Termination or layoff - ten (10) days; all others - thirty (30)

Step 2: Failing settlement under Step 1, such grievance shall be taken up between the Company's Supervisor and a Shop Steward or Local Union Representative. Step 2 must be completed with ten (10) calendar days from the completion of Step 1.

Step 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce her grievance to writing stating the Article(s) alleged to have been violated which will be referred to and taken up between the secretary or other bargaining representative of the Union and the Company's representative authorized by an Officer of the Company. Such written notice and meeting must take place within ten **(10)** calendar days from the completion of Step 2.

Step 4: Failing settlement under Step 3, the grievance shall be taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board", consisting of two (2) Union representatives selected by the Union and two (2) Company representatives appointed by an Officer of the Company.

All members of this Board shall have duly been appointed and so authorized, that any settlement arrived by this Board on a specific grievance shall be final and binding.

Except by mutual agreement between the Union and the Company providing for an extension of time, Step 4 must be completed within ten **(10)** calendar days from the completion of Step 3.

In all such Grievance Procedures, the Union and the Company will act alternately as Chairman and Recording Secretary in conducting the meeting.

A summary of the proceedings which are mutually agreed to shall be signed and dated by both the Union and the Company.

Step 5: Failing settlement under the above Steps and within fifteen (15) calendar days, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be requested to hand down his decision within fourteen (14) calendar days following completion of the hearing and his decision shall be final and binding on the ~~two~~ parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Company.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

- 21.01 The Union and the Company agree to promote safety practices to ensure the safety and health of employees.
- 21.02 The Company shall provide a work environment and work system which are in compliance with all applicable laws, by-laws, regulations, and similar instruments, including governmental guidelines, which govern anything affecting the health and safety of employees. The Company and the Union agree that compliance with such legal requirements is a minimum acceptable standard. Employees and/or the Union may take recommendations to the Company through the Occupational Health and Safety Committee as to the type of corrective action they feel should be taken on issues affecting the health and safety of employees.
- 21.03 (a) The Company and the Union shall have joint occupational health and safety committees at each flight attendant base made up equally of members of the bargaining unit and members of the management staff which will consist of a minimum of two members, one member of the bargaining unit and one member of management staff. These committees are to be established pursuant to the Canada Labour Code.
- (b) Members of each base committee shall be selected by the Company and Union respectively to sit for staggered two year terms. Members may sit for more than one (1) term.
- (c) Each committee shall meet monthly or more frequently, as required.
- (d) Each committee shall annually elect their own chairpersons and secretaries, one of whom shall be a member of the bargaining unit and one of whom

shall be a member of the management staff.

21.04 The Company and the Union shall have a joint System Occupational Health and Safety Committee which will meet, no less than twice per calendar year, or more frequently, if required. The Union will designate one representative from each crew base.

21.05 The Division Chairperson of Teamsters Safety Committee will be welcome as an ex-officio member of the committees with voice, but no vote.

## **ARTICLE 22 - HUMAN RIGHTS**

22.01 The Company and the Union recognize the right of every employee to work in an environment free from discrimination. With respect to discrimination including personal harassment, the parties subscribe to the principles and pertinent provisions of the Canadian Human Rights Act, the Canada Labour Code and the Canadian Charter of Rights, insofar as this legislation establishes minimum applicable standards. It is agreed that more favourable provisions of this Agreement shall prevail.

22.02 The Company shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age (except as it applies to normal retirement date), sex, sexual orientation, marital and parental status, religion, 'nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, lawful political affiliation or lawful activities.

Note: With respect to the provisions of .02 above and specifically as it relates to sexual orientation, the inclusion herein is not intended to override or take precedence over the policies governing employee benefits and/or privileges, provided such policies comply with the Canadian Human Rights Act. The inclusion of place of residence shall not derogate from the employee's normal obligation to be appropriately available for duty.

## **ARTICLE 23 - MISSING AND INTERNMENT**

### **Missing, Hijacking, Internment, Hostage or Prisoner of War**

23.01 Any cabin personnel who, while engaged in the Company's operations, is interned, captured, held as hostage or as prisoner of war, shall be paid her average monthly salary over the preceding three (3) full months until released. If such cabin personnel becomes involuntarily missing because of an act of aggression or war, she shall be paid her average monthly salary over the preceding three (3) full months until proof of her death is established, in fact, or until there is

reasonable presumption of death, in which event, the Company shall, in addition to the salary, cause to be paid the Group Death Benefits to the beneficiary or beneficiaries designated, in writing, by the employee prior to her disappearance.

23.02 As an alternative to paying salary as provided for in .01 above, the Company may pay the difference between the amount of such salary and the amount of any compensation provided for by any law in respect of persons interned, captured, held **as** a prisoner or hostage of war, or missing as a result of act of war.

23.03 Benefit assignments: The monthly salary allowable under .01 above to an employee, who is missing, shall be credited to such employee on the books of the Company and shall be disbursed by the Company in accordance with written directions from her. The Company shall request each employee hereafter employed to execute and deliver to the Company, prior to such employment, a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, request all cabin personnel now employed to execute and deliver to the Company such a written direction. The direction referred to shall be in substantially the following form:

Date \_\_\_\_\_

You are, hereby, directed to pay all monthly compensation allowable to me while missing under Section 24.01, **Missing, Hijacking, Internment, Hostage or Prisoner of War**, of the Collective Agreement between AirBC and the employees in the service of AirBC as follows:

\$ \_\_\_\_\_ per month to \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Address

as long as living.

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

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

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

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Employee's Signature

- 23.04 Any payments due to the flight attendant under this Section which are not covered by a written direction as above requested shall be held by the Company for any such flight attendant in an interest bearing account in the flight attendant's name. In the event of reasonable presumption of a flight attendant's death, all monies shall be paid to the legal representative of her estate.
- 23.05 Any amounts credited to the account of an employee or paid to her beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or the estate of the employee, even though it shall be established that such payments were made after the death of the employee, nor shall such amounts be a charge against the estate of the employee, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of such employee promptly after its receipt.
- 23.06 Employees shall maintain and continue to accrue seniority for pay purposes during the period in which they are missing, interned, a hostage or prisoner of war, and on returning after such period shall be governed as if she had been on a leave of absence under the provisions of Article 15.
- 23.07 The Company cannot be held liable by any party for any disbursements made under this Section, provided the disbursement was made in good faith in compliance with the above terms.

#### **ARTICLE 24 - ORDERS IN WRITING**

- 24.01 All orders to employees involving a change in base stations, layoffs, recalls, promotions, demotions, suspensions, vacations and leaves of absence shall be stated in writing with a copy to the Union. Employees shall be given as much



advance notice as possible.

- 24.02 No employee or group of employees may represent the Union on Union business at meetings with the Company, without proper authorization of the Union.
- 24.03 The Union shall notify the Company, in writing, of the names and positions of its accredited representatives including the Union Business Representative, revised when and as appropriate. The Company shall inform the Union, in writing, of the supervisory and management personnel with whom the accredited representatives and the Union Business Representatives shall deal, revised when and as appropriate.

## **ARTICLE 25 - SAVINGS CLAUSE**

- 25.01 Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation by the Government of Canada, such invalidation shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 25.02 Any matter that is not specifically covered by this Agreement, which may effect employer/employee relationships may be discussed between the Union representative and the highest officer designated by the Company.
- 25.03 If legislation is enacted which has an effect on the provisions of this Agreement or on Company policy which has a detrimental effect on the employees covered by this Agreement, the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.
- 25.04 All employee benefits and cost sharing arrangements as provided herein shall not be reduced or changed during the life of this Agreement, without first reaching mutual agreement between the parties.

## **ARTICLE 26 - GENERAL**

### 26.01 Accommodation

- .01 The Company will provide cabin personnel with single hotel accommodation at layover stations that is adequate and comparable to that provided other members of the crew.
- .02 The Company shall consult with the delegated representatives of the Union at bases operating a series of flights into a layover point when establishing or changing hotel accommodation at the layover point.

## 26.02 Company Searches

The Company will not require employees represented by Teamsters to participate in searches of Company equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by these employees in such searches. However, the Company shall inform the employees that a bomb threat has been reported before requesting the employees to search or service the Company's equipment, property or premises.

## 26.03 Change in Ownership/Merger

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

The Company further agree to enter into discussions with the Union relative to the protection of employee seniority and other conditions of the Agreement. Failing settlement, Part 1 - Industrial Relations of the Canada Labour Code will apply.

## 26.04 Crew Rooms/Mail Boxes

The Company undertakes to provide and properly maintain an employee's Crew Room at all crew bases. An employee Mail Box will be provided for each employee at the employee's home base.

## 26.05 Distribution and Printing of Agreement

The Agreement will be printed in booklet(s) form in English, the cost of which will be equally shared by the Company and the Union. The Company will endeavour to provide each employee with a copy of this Agreement within six (6) months of ratification. The parties agree to base interpretations on the language in which the agreement was negotiated.

## 26.06 Baggage Loss

The Company will accept claims from any employee who during the course of their duty suffer loss, delay or damage to baggage or personal effects. The Company shall reimburse such loss or damage which is considered reasonable under the circumstances.

## 26.07 Employee Files

- .01 Files shall be maintained for each employee in the employ of the Company and shall contain all records and reports involving the employee's work performance. An employee will be advised of any disciplinary document or letter of commendation placed on her file(s) by copy of such document.
- .02 Where a formal assessment of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and discuss the assessment. Formal performance assessments will be signed by the employee which signature shall only acknowledge completion of the assessment, not concurrence or rejection.
- .03 An employee who is the subject of a complaint letter which the Company is investigating will be provided with a copy of the relevant portion of the complaint and shall have the right to comment in writing on any adverse allegations therein. Should the complaint be placed on the employee's file(s), the employee's response shall also be placed on the file(s).
- .04 Upon reasonable notice and by written request to the Company, an employee accompanied by a Union representative, if she so desires, shall be permitted to review her file(s) in the presence of a supervisor. Upon reviewing her file an employee may request and shall receive a copy of any document or letter contained in the file.
- .05 In the event that no disciplinary action of any kind has been taken during the intervening period, excluding leaves of absence, letters of reprimand or discipline that are two (2) or more years old will not be considered in any assessment of an employee record and will be removed or deemed to be removed.
- .06 All complaints on an employee's file(s) which are more than one (1) year old will not be considered and will be removed from the file(s).
- .07 For the purpose of this Article "file", "document" and "letter" are defined to also include any applicable data which is electronically stored.

## 26.08 Loss of Company Property

Employees will not be required to pay for the loss of bar/duty free money and properties.

## 26.09 New Bases

Whenever the Company establishes a new crew base covered by this Collective Agreement, it will announce its decision and the expected time of activation of such new base to the Union as soon as possible.

## 26.10 New Equipment

Upon the introduction of a new type of aircraft, the Company shall meet with the Union to discuss pay and working conditions. Conferences shall begin within thirty (30) days following request by either Party, unless otherwise mutually agreed.

## 26.11 New Services

When the Company introduces a new class of service, discussions will be initiated with the Union regarding the wages and working conditions applicable to that service.

## 26.12 New Classifications

Where the Company establishes a new classification, the appropriate classification wage rates and progressions shall be negotiated.

## 26.13 Travel Documents

Travel documents required by the Company to enable the employee to fulfil her employment with the Company will be cost shared on a 50/50 basis.

## 26.14 Employee I.D. Cards

Regular employees shall be provided at the Company's expense an AirBC employee Identity Card, plastic sealed and showing portrait, date of employment, employee number and signature. This card shall be made available after probation is completed and shall be re-issued upon request of the employee at five (5) year intervals.

## 26.15 Light Grooming (re: Letter of Understanding)

Employees will only perform light grooming duties between flights.

## **ARTICLE 27 - MEDICAL EXAMINATION**

27.01 Except in accordance with Article 16.07 or in accordance with .03 below, no employee shall be required to be examined by or to consult with any medical

doctor or other medical practitioner without the employee's consent.

- 27.02 When the Company has reason to be concerned about the health of an employee, she shall be notified in writing of the specific nature of such concerns.
- 27.03 Following notification described in .02 above, the employee may be requested, by the Company to undergo a physical examination by a medical doctor of her choice who shall submit a report on the employee's physical condition to the Company Medical Officer.
- 27.04 Should the Company Medical Officer not be satisfied that the employee is fit for duties, the employee may be requested to submit to a second physical examination by the Company Medical Officer or may choose an alternative Aviation Medical Examiner who is mutually agreed upon by the Company and the employee. Should these two medical doctors be in agreement with the employee's fitness for duty, then the matter shall be closed.
- 27.05 Should the examination described in .04 above be inconclusive or conflicting, she may be requested to submit to a third physical examination by a medical specialist, mutually agreeable to the two (2) doctors whose findings shall be deemed to be conclusive.
- 27.06 **All** costs for all examinations and reports required under this Article shall be borne by the Company. Should the employee be removed from any flight duties to attend any examinations subject to this Article, she shall suffer no loss in pay.
- 27.07 **All** examination results and records shall be kept strictly confidential and no medical information other than a statement as to the employee's fitness for duty or lack thereof shall be given to any person other than the Company Medical Officer.
- 27.08 Notwithstanding any of the above a flight attendant who has been involved in an accident while at work may be required to take a physical examination by a qualified medical practitioner at any time within ten (10) days of such accident.

## **ARTICLE 28 - SURVIVOR BENEFITS**

The commitment of the parties to the Collective Agreement will provide representation and moral support and encouragement as required to any employee who in the course of performing flight duties has survived an aircraft accident or incident which has rendered her unfit for flight duty because of a mental or physical disability.

## **ARTICLE 29 - PASSES**

Employees shall continue to receive Company pass benefits in accordance with policy and the regulations governing the issuance pursuant thereto.

## **ARTICLE 30 - LEGAL COUNSEL**

- 30.01 The Company agrees to provide, free of charge, legal counsel to cabin personnel involved in respect to any law suits arising from any accident occurring while cabin personnel are on Company duty. This shall include legal counsel for the estate of deceased cabin personnel in any legal proceedings arising from an accident in a Company aircraft.
- 30.02 AirBC presently carries Aircraft Public Liability, Passenger Liability and Property Damage Insurance wherein cabin personnel and the Company are jointly insured for any sum for which the insured shall become legally liable to pay to the limits provided by said insurance.
- 30.03 The Company agrees to defend all cabin personnel and their estate in any legal actions arising in connection with the performance of their duties and to protect them and hold them harmless from any judgment rendered thereunder save in the case of gross negligence or wilful misconduct.

## **ARTICLE 31 - OPERATIONAL DISRUPTIONS**

### 31.01 Preamble

It is agreed that it is normally in the mutual interest of the Company and employees to provide for the maintenance of regular operations of the Company during periods of disruptions.

### 31.02 Operational Disruption Definition

An Operational Disruption is a situation where the revenue passenger operations of the Company are reduced or suspended for reasons beyond its control caused by a work stoppage whether internal or external directly affecting the operation.

- 31.03 As a result of an operational disruption, the Company may place cabin personnel surplus to requirements at any base on off-duty status in reverse order of seniority. Notwithstanding the above, the Company has the ability to place on off-duty status at the base employees out of seniority order to account for employees on a layover in accordance with 31.04.02.

### 31.04 Off-Duty Status

The Company will consult with the Union in advance of placing any employee on Off Duty Status.

#### .01 Notice

Where the Company places cabin personnel on off-duty status under the provisions of this Article, a minimum of forty-eight **(48)** hours advance notice shall be provided to each employee placed on Off-Duty Status.

The effective date of off-duty status will not be earlier than the effective date of the operational disruption.

Notice may be provided verbally and confirmed later in writing.

Where the Company is unable to contact an employee at her home address to provide this notice; notice will be provided by telegram.

#### .02 Effective Date

Once notified, cabin personnel shall be placed on Off-Duty Status as follows:

at 0001 hours after legal rest on arrival at home base, if on duty away from home base and notified prior to departure or at layover point

at 0001 hours on the calendar day after the forty-eight **(48)** hours' notice has expired

at 0001 hours on the day after the termination of a scheduled vacation period, if notified prior to or during vacation

Where notice has been received and has expired prior to the effective date of the operational disruption, the employee so affected will remain on the payroll twenty-four **(24)** hours following the effective date of the operational disruption or twenty-four **(24)** hours after termination of legal crew rest, whichever is later.

#### .03 Conditions

Once off-duty status is implemented, the following conditions shall be applicable:

Sickness  
Sick Leave Credits will not apply

Vacation  
Employees will be returned to the payroll for scheduled vacations

Vacation/General Holiday  
Accumulation shall continue during off-duty status

Seniority/Pay Progression  
Seniority and length of service shall continue to accrue for all purposes including pay progression

Insurance Premiums  
The Company will maintain its share of insurance premiums and will also maintain the applicable employee share. The employee's share will be subject to reimbursement by payroll deduction following the employee's return to the payroll. For purposes of calculating benefit premiums during the employee's absence from payroll average earnings from the three (3) months preceding off-duty status shall be used

Point of Contact  
Employees on off-duty status must advise the Company of a current point of contact.

### 31.05 Resumption of Operations

- .01 Recall  
Recall from Off-Duty Status shall be in order of cabin personnel seniority by base, on the basis of operational requirements. Employees shall be contacted verbally at their last available point of contact and advised of their recall. If no contact can be made, notice by telegram will be sent.
- .02 Employees will be placed back on the payroll as of the date of normal resumption of operation if they are available on that day.
- .03 Employees who cannot be contacted under the terms of 31.05.01 will be placed back on the payroll at 0001 hours following the date of contact or earlier if they are available to pick up their blocked flight on the day of contact.
- .04 Employees are expected to report for duty within forty-eight **(48)** hours of resumption of operation. Employees who do not report within forty-eight **(48)** hours from time of notification may be required to substantiate their late



reporting.

### 31.06 Long Term Disruptions

In the event that any operational disruption continues or appears to be likely to continue in excess of one (1) month, the Company and the Union shall review the desirability of implementing the provisions of Article 11, Reduction in Force.

## **ARTICLE 32 - DEFINITIONS**

- 32.01 "**ACCORDING TO SENIORITY/IN ORDER OF SENIORITY**" means commencing with the most senior employee.
- 32.02 "**AGREEMENT**" means the Collective Agreement, Letters of Understanding and Letters of Intent negotiated between the Company and the Union including amendments or interpretations thereto agreed upon and covered by letters or written amendments signed by the UNION and the COMPANY.
- 32.03 "**BASE**" an airport designated by the Company from which a flight attendant or a group of flight attendants carry out scheduled or non-scheduled flying.
- 32.04 "**BID PERIOD**" a period of time (normally a standard month) for which a flight attendant's schedule is issued.
- 32.05 "**BLOCK**" blocks shall be made up of scheduled flight duty, reserve duty, guaranteed days off, training days, general holidays or vacation days in any month.
- 32.06 "**CALENDAR DAY**" a twenty-four (24) hour period from 00:01 to 24:00 local time.
- 32.07 "**COMPANY**" means AirBC Ltd.
- 32.08 "**CREDITS**" the units of time that a flight attendant earns for block time limitation purposes.
- 32.09 "**DAILY STANDARD CREDIT**" two point seven (2.7) credit hours.
- 32.10 "**DAY OFF**" a calendar day on a flight attendant's schedule free of duty at her home base.
- 32.11 "**DEADHEAD**" means travel by air or surface transportation at Company request to meet the requirements of the service. Flight attendants shall not be required by the Company to deadhead on jumpseats.

- 32.12 "**DUTY CYCLE**" any period a flight attendant is assigned duty not interrupted by a scheduled day off.
- 32.13 "**DUTY PERIOD**" the elapsed time during which a flight attendant is on duty until broken by a legal rest period.
- 32.14 "**EMPLOYEE**" for the purpose of this Agreement shall mean the classification of flight attendant.
- 32.15 "**FLIGHT ATTENDANT**" means any employee in the service of the Company who is responsible for performing or assisting in the performance of in-flight services in accordance with Company regulations and standards and subject to the provisions of this Agreement.
- 32.16 "**FLIGHT TIME**" the total time from the moment an aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.
- 32.17 "**OVERPROJECTION**" the situation that occurs when a flight attendant's actual credits in a month plus the projected credits for the remainder of the month's block award exceed eighty-five (85) credits per month. Overtime credits accumulated shall not be applied to result in an overprojection.
- 32.18 "**PARTIAL BLOCKS**" partial blocks means a unit of time monthly containing pairings, days scheduled for reserve, days off and which may contain training days for EPT, recurrent and first-aid.
- 32.19 "**REGULAR BLOCK**" means a unit of time monthly containing pairings and days off and which may contain training days for EPT, recurrent training and first-aid.
- 32.20 "**RESERVE BLOCK**" means a unit of time monthly containing days off and days scheduled for reserve and which may contain training days for EPT, recurrent training and first-aid.
- 32.21 "**RESERVE DAY**" the twenty-four (24) hour period from 00:01 to 24:00 during which a reserve duty period is scheduled.
- 32.22 "**RESERVE DUTY PERIOD**" a time period when a flight attendant so assigned must be available to be called for duty.
- 32.23 "**REST PERIOD**" means a period free from all duty with the Company. A period of time which separates two (2) duty periods.

- 32.24 "**SCHEDULED BLOCK CREDITS**" means the credits for a flight or flight sequence as indicated on a block.
- 32.25 "**SECTOR**" is one (1) flight leg.
- 32.26 "**SHE**" the third person feminine gender, when used throughout the Agreement shall be understood to mean the third person feminine and masculine gender.
- 32.27 "**STANDARD MONTH**" any complete calendar month, except as laid down in a) or b) following:
- a) in any leap year, the months of January and February shall be divided into two (2) thirty (30) day periods being from January 1 to January 30 inclusive and January 31 to February 29 inclusive.
  - b) in all other years, the months of January, February and March shall be divided into three (3) thirty (30) day periods being from January 1 to January 30 inclusive, January 31 to March 1 inclusive and March 2 to March 31 inclusive.
- 32.28 "**TRIP PERIOD**" the time period commencing at the start of the first duty period in a pairing and ending at the termination of the last duty period in the same pairing. i.e., from leaving home base at the start of the first duty period and ending when released from duty at the completion of the last duty period back at home base.
- 32.29 "**WEEK**" a period of seven (7) consecutive days.
- 32.30 "**YEAR**" a complete calendar year.

### **ARTICLE 33 - EMPLOYEE BENEFITS**

- 33.01 Employee benefits as listed hereunder are provided by the Company. The Company agrees to make no changes to any benefit in effect at the date of signing without prior agreement with the Union.
- (a) Group Insurance
  - (b) Accidental Death and Disability
  - (c) Short and Long-term Disability
  - (d) Sick Leave
  - (e) Dental Plan
  - (9) Extended Health Benefits
  - (g) Applicable Provincial Medical Plan

- (9) Extended Health Benefits
- (g) Applicable Provincial Medical Plan

- 33.02 To maintain benefit coverage, an eligible employee must continue to work at least 50% of the hours of a normal schedule. This minimum percentage of normal work shall not apply to periods of time of two (2) months or less.
- 33.03 Disability benefits will be based on the current monthly rate of pay for employees in full time positions and on 75% of the current monthly rate of pay of the applicable job classification for employees working less than full time positions.
- 33.04 Benefit coverage of an employee shall not be withdrawn or cancelled without thirty (30) days notice to the employee and the Union.
- 33.05 All regular employees having more than one (1) year's employment with the Company who are unable to work because of injury or illness, whether covered under the Workers' Compensation Act, or otherwise; the Company shall continue the applicable Health and Welfare Plan provisions of the Agreement for such employees for a period of up to six (6) months from the date when such employee became unable to work on the same cost sharing basis as per Agreement.
- 33.06 There shall be no waiting period for the purposes of receiving full benefit coverage for regular employees who are recalled from a lay-off of less than one year.
- 33.07 Any eligible employee who chooses to continue available coverage beyond thirty (30) days while on lay-off status, may do so by paying 100% of premium for up to six (6) months.
- 33.08 Should any questions arise concerning the interpretation or administration of these plans, the legal plan documents will govern in all cases.
- 33.09 Provincial Medical Plans - Benefits provided will be those set out in the applicable statutes and regulations of each Province where the employee resides.
- 33.10 Extended Health Benefits Plan - The Extended Health Benefits Plan works in conjunction with your Provincial plan. It covers those medical expenses set out below which are either excluded or not fully covered under your provincial insurance plan.

There is a \$25.00 deductible and the plan pays 80% of covered expenses. After \$1,000 has been reimbursed in a calendar year, additional expenses will be paid at 100%.

**33.11 Hospital Expenses** - The plan pays **80%** of:

- the additional cost of semi-private accommodation in a hospital
- B.C. Hospital Co-Insurance

**33.12 Medical Expenses** - The plan pays **80%** of the charges for the following:

- prescription drugs (including oral contraceptives)
- ambulance (including emergency air ambulance)
- treatment by a licensed chiropractor, physiotherapist, speech therapist, masseur, naturopath, podiatrist, or osteopath (maximum **\$200** per person or **\$500** per family each year.
- all reasonable and customary charges for emergency care required while travelling out of province
- dental work necessary for the repair of accidental injuries
- those costs not paid by a Provincial Medical Plan in the obtaining of orthotics and prothesis
- artificial limbs and eyes
- private duty nursing
- charges for oxygen, blood and blood pressure plasma
- therapeutic equipment (casts, trusses, braces, rental of wheelchair)
- hearing aids

**33.13 Vision Care** - The plan pays **80%**.

This provides a benefit of **\$125** per dependent every two (2) years.

**33.14 Maximum Medical Benefits** - The maximum lifetime benefit for each covered family member is **\$1,000,000.00**.

**33.15 Exclusions**

The plan does not cover any expenses which are provided for by Federal, Provincial, or Municipal Government Plan, or which would have been provided if you had applied for coverage in any such plan.

Claim forms shall be available from the Payroll department.

**All** claims must be submitted prior to one year after date of service in order to be eligible for reimbursement. Original receipts must be attached.

**33.16 Dental Plan** - The Dental Plan provides the coverage outlined below. There is no deductible and the plan reimburses you for covered expenses in accordance with the prevailing Provincial Dental Association Fee Schedule, The plan pays **100%**

of the costs of routine dental care such as:

- oral examinations
- cleaning and scaling of teeth
- fluoride treatment (twice in a calendar year)
- X-rays (complete mouth x-rays will be covered only once in a 3 year period)
- space maintainers
- extractions
- fillings
- stainless steel crowns
- gold inlays or onlays where necessary
- root canal therapy
- treatment of diseases of the gums
- relines and repairs to dentures
- emergency treatment outside your province of residence will be paid in accordance with the Dental Fee Schedule in your province of residence

AND - 50% of the costs of necessary major restorative treatment such as:

- crowns and bridges once every five (5) years
- partial or complete dentures once every five (5) years

AND - 50% of the costs of necessary orthodontia treatment with a lifetime maximum reimbursement of \$1500 per person.

### 33.17 EXCLUSIONS - The plan does not cover:

- the replacement of lost or stolen appliances
- procedures for which care is provided without fee or at nominal cost by a tax supported agency or any third party liable to provide the necessary dental care.
- procedures necessary to correct congenital malformations or procedures for purely cosmetic reasons
- procedures which were begun before the effective date of coverage.
- charges for broken appointments, oral hygiene or nutritional instructions
- drugs, general anaesthetics or laboratory tests

### 33.18 ELIGIBLE DEPENDENTS - Under your Company's Dental Plan "Dependent" means:

- your spouse
- any unmarried dependent child under age 21 who is not employed on a full-time basis and is dependent on you for support
- any unmarried child under age 25 who is attending a recognized educational institution and who is dependent on you for support

- 33.19 **SICK LEAVE PLAN**- Employees will be entitled to one day's sick leave per month; no employee will be entitled to more than 12 days paid sick leave in any twelve (12) month period. In no case will unused sick days exceed the maximum of twelve (12).

Sick leave shall be granted for an employee's personal use only. An absence due to illness for all or any part of a day will use one full day of sick leave entitlement. Sick leave is not to be used for any purpose other than legitimate illness. An illness of three or more consecutive days may require a doctor's certificate. It is the responsibility of an employee to immediately notify his department supervisor of absence due to illness. If there is no notification, absence may be considered absent without pay.

- 33.20 **SHORT TERM DISABILITY PLAN** - If you are temporarily unable to work due to illness or accident, your Short Term Disability Plan helps to replace lost earnings for that period of time. The plan provides you with a weekly benefit of:

66 2/3 of your earnings (maximum benefit weekly of \$750.00)

Benefits begin after seven (7) calendar days of disability if due to non-occupational accidental injury or sickness and continue for a maximum of seventeen (17) weeks. Pregnancy related disability will be covered except during the period an employee would otherwise be eligible for maternity benefits under the Unemployment Insurance Commission **Act** and its regulations.

- 33.21 **LONG TERM DISABILITY PLAN** - Your Long Term Disability Plan is designed to protect you against loss of income created by a prolonged period of total disability caused by accidental injury or sickness.

66 2/3 of your earnings (maximum benefit monthly of \$1,800)

Any monthly benefits you receive from Workers' Compensation Board, Canada Pension Plan or any group insurance policy will be deducted from the Long Term Disability Plan payment. Benefits will begin after the provisions of the Short Term Disability Plan expire, and will continue for two (2) years provided that your disability prevents you from performing the duties of your normal occupation.

After two (2) years, in order for you to continue to receive benefits, your disability must prevent you from engaging in any paying occupation for which you are or can reasonably become qualified by education, training or experience. Under these circumstances payments will continue until you recover or reach age 65; whichever is earlier.

**33.22 REHABILITATION FEATURE** - If your disability does not prevent you from doing so, you may take part in a rehabilitation program. In this case, you will continue to receive Long Term Disability benefits for up to two (2) years. Your monthly payments will be reduced by 50% of any earnings you receive in the course of your rehabilitative employment.

**33.23 EXCLUSIONS** - Benefits will not be paid for disabilities resulting from:

- self-inflicted injury
- war
- flying or air-travel as a passenger in an aircraft certified by the appropriate government authority. (This provision is not applicable to employees performing their normal duties).

**33.24 ACCIDENTAL DISABILITY INSURANCE** - If you become permanently disabled as a result of an accident (on or off the job), and your disability involved the loss or loss of the use of limbs or sight, this plan provides a lump sum benefit of up to:

2 times your annual salary rounded to the next higher \$1000 to a maximum of \$100,000

You are protected by this plan 24 hours daily, on a world-wide basis. Coverage will cease at age 70 or at retirement, whichever is earlier.

Benefits are payable if your disability occurs within one year of an accident and as a result of that accident. The amount payable depends on the severity of your loss. The following schedule illustrates the portion of the principal sum payable in the event of accidental disability.

FOR THE LOSS OF	THE BENEFIT PAYABLE IS
Both Hands	100% of principal sum
Both Feet	100% of principal sum
Entire Sight of Both Eyes	100% of principal sum
One Hand and One Foot	100% of principal sum
One Hand and Entire sight of one eye	100% of principal sum
One Foot and Entire Sight of one eye	100% of principal sum
Speech and Hearing	100% of principal sum
One Arm	75% of principal sum
One Leg	75% of principal sum
One Hand	66 2/3% of principal sum
One Foot	66 2/3% of principal sum



Entire Sight of one eye	66 2/3% of principal sum
Thumb and Index Finger of either hand	33 2/3% of principal sum
Hearing in one ear	16 2/3% of principal sum

In addition for:

Paraplegia (total paralysis of the lower limbs)	100% of principal sum
Loss of use of both hands	100% of principal sum
Loss of use of both arms	100% of principal sum
Loss of use of one hand	66 2/3% of principal sum
Loss of use of one arm	75% of principal sum

In no case will more than the full principal sum be paid for all losses resulting from one accident.

NOTE: Government Benefits

33.25 The CANADA PENSION PLAN pays monthly disability benefits if you are totally disabled and incapable of self-sustaining employment.

The benefit you receive is based on your past earnings and contributions to the plan. A monthly benefit may also be paid on behalf of your dependent children if you are disabled. This benefit consists of a fixed monthly amount and is payable on behalf of an unmarried child up to age 18 or up to age 25 if attending school.

33.26 WORKER'S COMPENSATION pays a monthly benefit if you are disabled due to an "on the **job**" accident.

The amount payable depends on:

- the severity of your disability and,
- whether the disability is temporary or permanent

The maximum compensation is 75% of your gross earnings up to a provincially set "earnings ceiling".

33.27 GROUP LIFE INSURANCE- On your death your beneficiary will receive an amount equal to:

2 times your annual salary rounded to the next higher \$1,000 to a maximum of \$100,000.

If you become totally disabled your life insurance coverage will continue at no cost to you. Your coverage reduces to 50% at age 65.

**33.28 DEPENDENT LIFE INSURANCE-** If you have coverage under Group Life Insurance you may cover any eligible dependents by Dependent Life Insurance. If your spouse or dependent children die, the following benefit will be paid to you:

\$5,000 - spouse, \$2,000 - each child.

**33.29 ACCIDENTAL DEATH PLAN -** If you die as a result of an accident (on or off the job), this plan provides a lump sum benefit of:

2 times your annual salary rounded to the next higher \$1,000 to a maximum of \$10,000

You are protected by this plan 24 hours daily, on a world-wide basis. Coverage will cease at age 70 or at retirement, whichever is earlier.

Benefits are payable if your death occurs within one year of an accident and as a result of that accident.

**33.30 EXCLUSIONS -** Benefits will not be paid in the event of a death caused by:

- suicide or self-inflicted injuries
- sickness, disease or infection
- war
- service in the armed forces

**NOTE: GOVERNMENT PLANS**

**33.31 THE CANADA PENSION PLAN -** provides a lump sum death benefit together with a continuing monthly income for your spouse and any dependent children provided you have contributed to this plan for the minimum required period prior to your death

**33.32 MEMBERSHIP AND COST -** On your date of employment you must complete enrollment cards naming your covered dependents and/or beneficiary and authorizing the Company to make any necessary payroll deductions.

<b>PLAN</b>	<b>COST</b>	<b>ELIGIBILITY DATE</b>
Group Life	100% paid by employer	1st date of month following 3 complete months of service.

Accidental Death and Dis-memberment Plan	100% paid by employer	1st date of month following 3 complete months of service.
Provincial Hospital/Medical Insurance	You and the Company share cost of all other benefits	1st day of month following 3 complete months of service.
Extended Health Benefits		1st day of month following 3 complete months of service.
Dental Plan	50% - 50%	1st <b>day</b> of month following 2 complete months of service.
Short Term Disability Plan	The deductions made from your pay provide you with	1st day of month following 3 complete months of service.
Long Term Disability Plan	The maximum income tax advantages	1st day of month following 3 complete months of service

### 33.33 TERMINATION COVERAGE

Your coverage under these plans ceases when you terminate your employment with the Company, unless otherwise specified.

Your group life insurance may be converted to an individual policy prior to age 65 without evidence of good health if you apply and pay the first premium within 31 days of your date of termination.

### 33.34 PENSION PLAN

Effective November 1, 1994, a Sun Life administered Pension Plan will be implemented. The Company will sponsor the Plan in accordance with the following:

- a) Participation - Voluntary
- b) Eligibility - 1 year of service
- c) Contribution - Employee contribution: 4%  
Matched equally by the Company
- d) All other provisions of the Plan will be in accordance with the minimum standards applicable under the Federal Pension Benefits Standards Act.

- e) The Company and the Union shall implement a Pension Advisory Committee to oversee the administration of the Plan. The Committee shall consist of two (2) members from the Company and two (2) members appointed by the Union.

**ARTICLE 34 - TERM OF AGREEMENT**

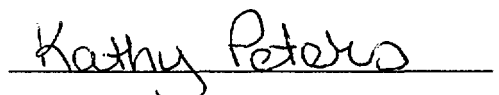
- 34.01 This Agreement shall be in full force and effect from November 1, 1992 and continue to be in effect until October 31, 1995 and from year to year thereafter except as hereinafter provided.
- 34.02 Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other party, not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.
- 34.03 If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect until the provisions of the Canada Labour Code have been met.


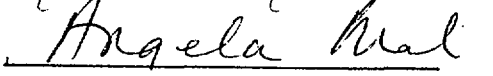
**ARTICLE 35 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND**

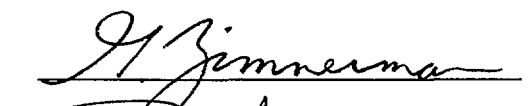

- 35.01 The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.
- 35.02 The Company shall make contributions of ten cents (\$0.10) per credit hour for which wages are payable hereunder for each employee covered by this Collective Agreement.
- 35.03 Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund by the 15th of the month following that to which they refer.
- 35.04 This payment will be independent and separate from any other payment made to the Teamsters Union.

SIGNED THIS 12 DAY OF July, 1994

FOR THE COMPANY  


FOR THE UNION  


## LETTER OF AGREEMENT

between

AirBC (the Company)

and

WESTER CANADA COUNCIL OF TEAMSTERS (the Union)

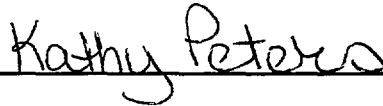
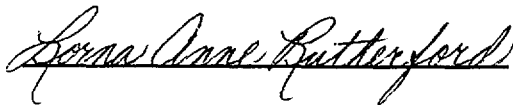
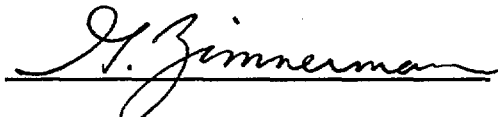
1. It is agreed that both S. Elphick and J. Stewart will continue to accrue and retain seniority for a period not to exceed ninety (90) days following ratification of this Agreement.
2. In the event that either employee elects to return to line flying within the time frame in point #1 above, they will be permitted to hold a position by the right of their seniority. The provisions of Article 10.03 of the Collective Agreement shall not apply.
3. In the event that either employee elects not to return to line flying within the time period specified in point #1 above, the employee will be permitted to retain but not accrue seniority beyond the ninety (90) day period.


SIGNED THIS 12 DAY OF July, 1994

FOR THE COMPANY



FOR THE UNION



## LETTER OF AGREEMENT

between

AirBC (the Company)

and

WESTERN CANADA COUNCIL OF TEAMSTERS (the Union)

It is agreed that both patties recognize the value of Union/Management meetings.

The purpose of these meetings will be to discuss terms and conditions of work, crew scheduling matters, or to introduce other matters as mutually agreed upon by the patties.

Meetings will be scheduled no less often than quarterly and attended by representatives of the Company and the Union. The respective chairmen shall be constants with the committee comprised of a maximum six (6), three (3) members from the Company and three (3) members appointed by the Union.

The agenda will be prepared and circulated to the members of the committee five (5) days prior to the meeting.

Meeting locations to change on a regional basis.

Employees shall bid the days *off* necessary to attend committee meetings wherever possible. When seniority does not allow these days *off*, the employee will be released from duty, with pay, subject to the available reserve coverage.

SIGNED THIS 12 DAY OF July, 1994.

FOR THE COMPANY

*D. Collins*

FOR THE UNION

*Kathy Peters*

*A. Zimmerman*

*Bill Smith*

## LETTER OF UNDERSTANDING

**BETWEEN: AirBC (The Company)**

**AND: WESTERN CANADA COUNCIL OF TEAMSTERS (the Union)**

Light Grooming

With respect to the application of Article 26.15 it is expected that flight attendants will perform light grooming at all stops. However, at stops where groomers are on board, flight attendants will normally be relieved of these duties.

Light duties are defined as the following:

1. Crossing of seat belts
2. Picking **up** newspapers and magazines

The Company Flight Attendant Manual will be amended to reflect the above understanding.

**SIGNED THIS 12 DAY OF \_\_\_\_\_, 1994.**

**FOR THE COMPANY**

*D. Collins*

*Susan Anne Rutterford*

*Angela Mal*

**FOR THE UNION**

*Kathy Peters*

*H. Zimmerman*

*Rafal Adis*

## LETTER OF UNDERSTANDING

**BETWEEN:** AirBC (The Company)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS (the Union)

Stat Holidays

1. Flight attendants will earn credit for stat holidays in accordance with the Collective Agreement.
2. The flight credit earned in (1) above will be converted to a dollar value by multiplying the flight credit by the flight attendant's appropriate hourly rate and placing the value in the flight attendant's time bank.
3. The flight attendant may request stat time off in one or two ways:
  - (a) the flight attendant may request time off in advance of the blocks being published. The flight attendant should request 2.7 credit hours off for each calendar day of time off desired.
  - (b) the flight attendant may request time off after publication of the blocks by requesting specific days off. The amount debited from her time bank will depend on the credit taken off, i.e. a request for a six (6) day off will result in a debit to her bank of a value equal to six (6) credits.
4. Once the stat is awarded the credit value will be converted to a dollar value and removed from the bank as a dollar amount.
5. In the event that a flight attendant wishes to be paid out financially rather than in time off, we will do so with reference to the dollar value held in her bank.

SIGNED THIS 12 DAY OF July, 1994.

FOR THE COMPANY

*D. Collins*

*Lorna Anne Rutherford*

*Angela Mah*

FOR THE UNION

*Kathy Peters*

*H. Zimmerman*

*Roger Smith*



## LETTER OF UNDERSTANDING

BETWEEN: AirBC

AND: WESTERN CANADA COUNCIL OF TEAMSTERS (the Union)

The purpose of this Letter of Understanding is to establish mileage rates for expenses purposes relative to Article 6 of the Collective Agreement.

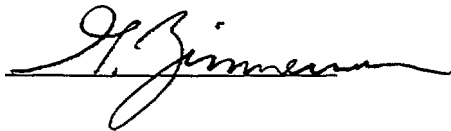
It is agreed that mileage expenses shall be compensated at twenty-two cents (.22) per kilometer.

DATED THIS 12 DAY OF July, 1994.

FOR THE COMPANY



FOR THE UNION



## LETTER OF AGREEMENT

**BETWEEN:** AirBC  
(the Company)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS  
(the Union)

It is agreed that the retroactive payment of wages equal to 3% of earnings from November 1, 1993, to April 15, 1994, will be paid by separate cheque on the *May* 15, 1994 pay day.

**DATED THIS** 12 **DAY OF** *July*, 1994.

FOR THE COMPANY

*[Signature]*

*Laura Anne Pittenber*

*Angela Mac*

FOR THE UNION

*Kathy Peters*

*J. Zimmerman*

*[Signature]*