

|   |           |    |    |
|---|-----------|----|----|
| SOURCE  | Comp      |    |    |
| EFF.  | 95        | 11 | 01 |
| TERM.   | 99        | 10 | 31 |
| No. OF<br>EMPLOYEES<br>NOMBRE<br>D'EMPLOYES<br>D'EMPLOYES | 170<br>2F |    |    |

**AirBC**

**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.
- 2.03 Each new employee when hired will be informed by the Company that they are to sign an Authorization Card **permitting** the Company **to** deduct from their earnings Union initiation fees, Union dues and other statutory deductions as indicated on the monthly check-off list as provided **by** the Union to the Company, **The Company** shall remit all such deductions to the Union prior to the 15<sup>th</sup> day of each month following **the** month in which the deductions were made.
  - .01 Authorization cards shall be furnished by the Union and shall be in accordance with and as prescribed by the applicable Labour Relations Act.
- 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.

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The Company will provide "a flight attendant" bulletin board at its crew bases on which to post changes in Company rules and regulations and on

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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 however, the Union requires notice of all such adhoc chartering of 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
  - .05 All flight time hours shall be documented and made available to the Chairperson of the Union's Scheduling Committee.

### **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**

#### **(a) FLIGHT ATTENDANT/RESERVE**

|                       | Feb. 1/97 | Nov. 1/97 | Nov. 1/98 |
|-----------------------|-----------|-----------|-----------|
|                       | HOURLY    | HOURLY    | HOURLY    |
| <b>0-6 MONTHS</b>     | 20.37     | 20.37     | 20.84     |
| <b>7-12 MONTHS</b>    | 21.27     | 21.27     | 21.77     |
| <b>13-24 MONTHS</b>   | 24.19     | 24.19     | 24.75     |
| <b>25-36 MONTHS</b>   | 27.38     | 27.38     | 28.01     |
| <b>37-48 MONTHS</b>   | 31.96     | 31.96     | 32.70     |
| <b>49-60 MONTHS</b>   | 33.21     | 33.21     | 33.98     |
| <b>OVER 60 MONTHS</b> | 34.22     | 34.22     | 35.00     |

**(b) PURSER DASH 8 100/300**

|                   | Feb. 1/97 | Nov. 1/97 | Nov. 1/98 |
|-------------------|-----------|-----------|-----------|
|                   | HOURLY    | HOURLY    | HOURLY    |
| 0-6 MONTHS        | 21.21     | 22.37     | 22.84     |
| 7-12 MONTHS       | 22.11     | 23.27     | 23.72     |
| 13-24 MONTHS      | 25.03     | 26.19     | 26.75     |
| 25-36 MONTHS      | 28.22     | 29.38     | 30.01     |
| 37-48 MONTHS      | 32.80     | 33.96     | 34.70     |
| 49-60 MONTHS      | 34.05     | 35.21     | 35.98     |
| OVER 60<br>MONTHS | 35.06     | 36.22     | 37.00     |

**(c) PURSER BAE 146**

|                   | Feb. 1/97 | Nov.<br>1/97 | Nov.<br>1/98 |
|-------------------|-----------|--------------|--------------|
|                   | HOURLY    | HOURLY       | HOURLY       |
| 0-6 MONTHS        | 23.73     | 24.89        | 25.36        |
| 7-12 MONTHS       | 24.63     | 25.79        | 26.29        |
| 13-24 MONTHS      | 27.55     | 28.71        | 29.27        |
| 25-36 MONTHS      | 30.74     | 31.90        | 32.53        |
| 37-48 MONTHS      | 35.32     | 36.48        | 37.22        |
| 49-60 MONTHS      | 36.57     | 37.73        | 38.50        |
| OVER 60<br>MONTHS | 37.58     | 38.74        | 39.52        |

(d) Non-Flying **Duty** (i.e. training, vacation, committee, stat bank, time bank, return to work accommodations due to **illness/injury.** )

|                       | <b>Feb. 1/97</b> | <b>Nov. 1/97</b> | <b>Nov. 1/98</b> |
|-----------------------|------------------|------------------|------------------|
|                       | <b>HOURLY</b>    | <b>HOURLY</b>    | <b>HOURLY</b>    |
| 0-6 MONTHS            | 21.21            | <b>22.37</b>     | <b>22.84</b>     |
| 7-12 MONTHS           | <b>22.11</b>     | <b>23.27</b>     | <b>23.72</b>     |
| 13-24 MONTHS          | 25.03            | 26.19            | 26.75            |
| <b>25-36 MONTHS</b>   | <b>28.22</b>     | <b>29.38</b>     | 30.01            |
| <b>37-48 MONTHS</b>   | 32.80            | <b>33.96</b>     | <b>34.70</b>     |
| <b>49-60 MONTHS</b>   | <b>34.05</b>     | 35.21            | 35.98            |
| <b>OVER 60 MONTHS</b> | <b>35.06</b>     | <b>36.22</b>     | <b>37.00</b>     |

(e) Trainees will be assigned to fly with cabin personnel who volunteered for and are suitable qualified for the purpose of conducting enroute training.

Cabin personnel accepting a training position shall be paid their regular rate of pay plus twenty dollars (\$20.00) per duty day for each duty day during which they perform training.

#### 4.01 Minimum Monthly Guarantee

- .01 Employees who serve a full month will be guaranteed a minimum of seventy-five (**75.00**) times the applicable hourly rate of pay for their classification.
- .02 The above minimum Monthly Guarantees will be pro-rated at **two** hours and fifty minutes (2 hours 50 minutes) 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, minimum deduction of twenty-five dollars (\$25.00) and a maximum deduction of seventy-five dollars (\$75.00) per month. If an employee is terminated, the entire overpayment will be deducted from the final paycheck.

- .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 hundred (100) dollars **gross** pay will be paid on the next regular pay. Any discrepancies over one hundred (**100**) dollars gross pay 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 procedure.

### 5.01 Duty periods

- .01 The duty period will commence at the scheduled check-in time or at the required reporting time, whichever is earlier, and continue to the scheduled check-out time or when released from all duty, whichever is the later, however, at no time shall be less than what the pilots are scheduled.

|   | CheckIn | Checkout |
|---|---------|----------|
| At Company station not requiring custom clearance/pre-clearance | 60 mins | 15 mins  |
| At Company station requiring custom clearance/pre-clearance     | 65 mins | 30 mins  |
| Charter flight originating from other than a Company station    | 75 mins | 15 mins  |
| Deadheading not requiring custom clearance/pre-clearance        | 45 mins | 15 mins  |

Deadheading requiring custom  
clearance/pre-clearance

60 mins

30 mins

- .02 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 Flight Attendants affected.
- .03 For duty periods commencing between 2300 and 0500 hours local time ~~or~~ when one-third (1/3) of the duty period falls between the hours of 2300 to 0500 local time, the maximum duty period shall be twelve (12) hours.
- .04 Notwithstanding .02 and .03 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 0500 local.
- .05 For scheduled breaks exceeding five (5) hours from ramp arrival to scheduled departure that occur in the same duty period, individual day rooms within reasonable proximity to the airport will be provided
- .06 In recognition of the fatigue factor on any aircraft where only one Flight Attendant is carried, 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 Any landings in excess of the above maximum shall be mutually agreed between the Company and the Union Scheduling Committee prior to the publication of the pairings for bidding purposes. Such agreement shall not be unreasonably withheld.
- .08 For the purposes of this section, all ferry landings will be considered operational. If the duty period includes two (2) or more deadheading landings, the deadhead portions will then be considered as operational.
- .09 For blocking purposes where there are two (2) or more classes of service, a minimum three (3) Flight Attendants will be scheduled and carried. In the event a Flight Attendant is unavailable the Company shall replace the Flight Attendant. Until the Flight Attendant is replaced the flights shall continue as scheduled with possible reduced service in accordance with Company policy.

a

## 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

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 "hours of credit" and shall apply for flight time and duty time limitation purposes.

.02 The daily standard hours of credit are two (2) hours and **fifty** (50) minutes 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 for four (4) credits for each **duty period** for a **block** holder, four (4) hours and twenty (20) minutes for a reserve **block** holder 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 attendant's actual credit hours may exceed the scheduled credit hours in .02 (b), (c), or



(d) above, during the course of flying an awarded block.

#### 5.05 Credits - Deadheading/Ferry Flights

.01 When a single duty period consists of deadhead duty combined with flight duty the minimum credits will be the greater of:

- (a) four (4) hours credit
- (b) one (1) credit hour for each two (2) hours on duty
- (c) one half (1/2) credit hour for each hour of deadhead duty plus actual flight time.

.02 When a duty period consists of deadhead only, the credit will be the greater of (a) or (b).

.03 Flight Attendants will be credited actual flight credits for pay and flight time limitations for all ferry flights as outlined in 5.04.02 (Credits - Trip Periods).

#### 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 he/she will, providing he/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 he/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 his/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 he/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 he/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 Credits earned in excess of eighty-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) hours **of** credit for each overtime credit earned.

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

#### 5.12 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) credits accrued proceeding to and **from** an alternate to complete a flight which has the same trip number as that which the flight

- attendant was scheduled to fly
- (c) 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 When during the course of flying a scheduled block, a flight attendant's actual credit hours exceed the scheduled credit hours by more than five (5) credits, the affected flight attendant may be released from all further duty. At the flight attendant's option, he/she may continue to fly his/her scheduled pairings. Any NBG accrued that exceeds eighty-five (85) hours will be paid at overtime rates as per Article 5.11 - Overtime.

### 5.13 Work Day Off (WDD)

- .01 A WDO is the voluntary assignment of a Flight Attendant to any duty other than on his/her awarded block, except as provided for in REASSIGNMENTS

- .02 Credits earned working a WDO are overtime credits

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.

### 5.14 Overtime Bank

- .01 Credit values established as overtime credits shall be paid out entirely at the applicable hourly rate or at the Flight Attendant's option placed in the Flight Attendant's time bank.
- .02 A Flight Attendant's time bank shall be limited to twenty (20) 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 his/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 twenty (20) hours he/she will within three (3) months of achieving twenty (20) hours and in agreement with the crew planner, drop a pairing(s) to reduce or eliminate his/her bank.
- .05 When the bank credit is twenty (20) hours or less, but is equal to or greater than any pairing on a Flight Attendant's awarded block he/she may at his/her option and in agreement with the crew planner, drop a pairing(s) in his/her block to reduce or eliminate his/her bank.

- .06 When a Flight Attendant drops a pairing(s) his/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 his/her bid sheet and with the approval of the crew planner, all or any part of his/her bank may be used for blocking purposes. His/her normal block of from seventy-five (75) to eighty-five (85) hours will be reduced by the number of hours taken from his/her bank at the daily standard credit per day.
- .08 A Flight Attendant may use bank credits to replenish his/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 at the daily standard credit per day.
- .10 At the Flight Attendant's discretion, he/she may be reimbursed financially in whole or in part.
- .11 Such approval to use a Flight Attendant's bank time as described above will not be unreasonably withheld subject to operational requirements.

#### 5.15 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 at 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 Scheduling Committee will monitor pairings and if deemed necessary discuss pairing(s) considered too demanding with Management.
- .04 The Union and the Company agree to a preferential bidding system that each Flight Attendant is awarded his/her choice of pairings, days off or other duties specified by the Company in accordance with his/her seniority as detailed in these scheduling rules.
- .05 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 his/her block, he/she shall be credited for such loss as if he/she had flown his/her block, except as provided for elsewhere in this agreement.

- .06 The block rules shall be subject to revision by agreement between the Company and the Union.

#### 5.16 Scheduling Rules - Pairing Construction

- .01 A pairing is a pre-arranged combination of one (1) or more duty periods that will be identified by a number of 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 charter 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.

#### 5.17 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 Full blocks will be constructed to have a credit level of between seventy-five (75) and eighty-five (85) credits. During the process of block construction, when a Flight Attendant's block reaches his/her bid credit value as stated on his/her bid sheet, through bidding codes, he/she shall not have any further duty awarded based on his/her seniority. The Company will permit a maximum of twenty percent (20%) of the Flight Attendants per base to bid to the seventy-five (75) credit hour minimum based on their seniority. All Flight Attendants will have the option of bidding to the eight-five (85) credit hour maximum and no Flight Attendant shall be forced to bid to minimum credit levels.
- .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. His/her availability will be reduced by the daily standard credit for each day that he/she is on vacation or LOA in that bid period.
- .04 No duty cycle shall be scheduled to include more than six (6) consecutive

duty periods with no less than ~~two~~ (2) days off 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) without the Flight Attendant's consent. Successive reserve duty periods will have a minimum two (2) days ~~off~~ immediately prior to and following reserve duty periods.

#### 5.18 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/Maximum Twelve (12) scheduled 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.

#### 5.19 Blocking Errors

- 01. Blocking ~~errors~~ and conflicts shall not result in the Flight Attendant losing any of his/her awarded credits, however, he/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.
- 03. Errors discovered after the blocks are published will be corrected to the mutual satisfaction of the Union Scheduling Committee and the Company. To this end the Flight Attendants' Scheduling Committee will provide seventy-two (72) hours after publication of blocks to establish and correct blocking errors. After this time the blocks will be published as final and have no further amendments made.
- .04 The Company shall fax published blocks to all overnight locations in order to ensure that Flight Attendants have every opportunity to review and challenge their published blocks within the blocking error window.

## 5.20 Reassignment

- .01 When a blockholder's pairing or portion of a pairing is cancelled or changed, he/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.

01. At bases other than flight attendant crew bases a flight attendant may be reassigned. The reassigned flight attendant's position shall be filled as soon as possible, but not later than when the flight reaches a flight attendant crewbase. If the reassigned flight attendant has been taken from a BAE 146 there will only be one class of service.

Reassignment Compensation: shall apply when a flight attendant is removed from his/her scheduled or assigned block and reassigned to other duty. Compensation for a reassigned flight attendant shall accrue at overtime rates for all duty performed within the period of reassignment.

Reassignment compensation shall also apply to co-worker flight attendants who may be required to carry on their duties without the assistance of the reassigned flight attendant. Co-worker flight attendants shall share equally compensation at the rate of one half of the regular pay rate of the reassigned flight attendant for the duty so affected.

Compensation for reassignment shall only apply to situations arising out of operational necessity, as per Article 5.20.01.01.

- .02 If a pairing is changed or cancelled, a blockholder may be reassigned. Reassigned duty must be assigned prior to the originally scheduled departure time, or the Flight Attendant will be released from all duty for that duty period. In the event of a progressive (creeping) delay, the later

departure time shall apply.

- .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 his/her consent.
- .05 Prior to or ~~after~~ the commencement of a pairing consisting of more than one (1) duty period, the following shall apply:
  - (a) The Flight Attendant will be subject to ~~reassignment(s)~~ as though the duty periods in the multi-day pairings were individual pairings except as follows:
    - (i) the first and last duty periods may be expanded by a maximum of ~~two~~ (2) hours
    - (ii) the remaining duty period(s) may be advanced by a maximum of ~~two~~ (2) hours before the originally awarded duty period(s) or extended by a maximum of ~~two~~ (2) hours after the originally awarded duty periods.
- .06 In the event of a multi-day pairing being changed or cancelled prior to departure, reassigned duty must be assigned prior to the originally scheduled departure time of each duty period, or the Flight Attendant will be released from all duty for that duty period. In the event of progressive (creeping) delays the later departure times will apply.
- .07 If a Flight Attendant is reassigned from a day off to a training day, a duty period shall be dropped from his/her block within the current bid period. The Flight Attendant will be given preference to the duty period dropped. 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
- .08 If a Flight Attendant is reassigned from a multi-day pairing to training the Flight Attendant will be returned to his/her awarded block pairing for those days not being reassigned to training.
- .09 The Flight Attendant shall receive credit for the greater of the original pairing or the reassigned duty.
- .10 If the reassignment results in an overprojection, the overprojection will be resolved within the current bid period.
- .11 If the Flight Attendant is reassigned from deadheading to operating the flight, the reassignment will be offered in reverse order of ~~seniority~~.



- .12 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.
- .13 If, as a result of reassignment, a duty period extends into a day off by more than two (2) hours, a day off in lieu will be granted in the bid period.
- .14 If any of the clauses within this article are breached the flight attendant shall immediately begin accruing wages at the worked day off standard.

#### 5.21 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 his/her next duty period, he/she will receive credit for all duty lost and the following procedures shall apply:
  - (a) crew scheduling will return such Flight Attendant to his/her pairing as soon as possible as he/she has completed the appropriate rest period.
  - (b) he/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 two (2) hours, the provisions of scheduling rules - "duty into a day off" will apply.

#### 5.22 Duty into 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 two (2) hours, a duty period shall be dropped from his/her block within the current bid period. (One Flight attendant will be given preference to the duty period dropped, with the exception of statutory holidays, where a duty period will be dropped only if coverage is available).
- .03 Should the duty into a day off occur such that the Flight Attendant has only days off remaining in his/her block, a duty period shall be dropped from his/her block within the next bid period.
- .04 If the duty into a day off results in a Flight Attendant overnighing away from his/her base and deadheading to his/her base on a day off, crew scheduling shall return the Flight Attendant to his/her base over the most direct route

with the least number of stops after his/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 his/her base and the Flight Attendant subsequently accepts voluntary assignment to duty other than deadheading to home base, the provisions of "WORKED DAY **OFF**" shall apply. This includes the assignment of reserves. This Flight Attendant shall not have any duty periods removed.

### 5.23 Reserve

- .01 The aggregate of **reserve** duty and the duty period shall not exceed twenty-two (22) consecutive hours.
- .02 A Flight Attendant shall be available for call out for the first fourteen (14) consecutive hours of the twenty-two (22) hour period. **Should** he/she leave his/her place of residence, he/she shall advise crew scheduling where he/she can be reached. A pager is considered to be an acceptable method of communication.
- .03 Crew scheduling shall not interrupt a Flight Attendant's rest period in order to assign his/her duty. In the event crew rest time is interrupted it shall commence again. However, Crew Scheduling may contact a Flight Attendant up to one (1) hour prior to check-in to advise him/her of a delayed or cancelled departure.
- .04 A reserve Flight Attendant is responsible to ensure that he/she is available for call out by crew scheduling at any time during his/her reserve duty period. Crew scheduling shall telephone at least twice, with not less than fifteen (15) minute intervals between calls.
- .05 A Flight Attendant on reserve shall be given not less than two (2) hours notice to report for a scheduled check-in time.

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 he/she is able to report sooner. By the same token, no Flight Attendant shall be subject to discipline if he/she is not able to report in less than two (2) hours from receipt of notice.

- .06 When a Flight Attendant on reserve is assigned to flight or any other duty, he/she shall be so advised and he/she will be released from standing reserve. A Flight Attendant may only resume his/her **reserve** block after completing the appropriate rest period.
- .07 A reserve Flight Attendant shall contact Crew Scheduling by 1900 hours on the day prior to duty to check his/her assignment status. If the reserve flight attendant has not done the above, Crew Scheduling will assign all known

reserve flying between 1900 and 2030. In the event Crew Scheduling has been unable to contact a flight attendant it is assumed the available duty has been refused in accordance with article 5.23.11.

- .08 A Flight Attendant shall automatically be off duty after completion of assigned flight or flights as per "duty periods".
- .09 Any duty in excess of the assigned flight or flights shall be considered as reassignment.
- .10 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.
- .11 If more than one (1) Flight Attendant is assigned to the same reserve duty period, the senior reserve Flight Attendant shall have the right of first refusal for any duty that falls within this reserve duty period.
- .12 When a reserve blockholder is assigned duty at least a day in advance, he/she shall be so advised immediately and shall be released from standing reserve twelve (12) hours prior to the commencement ~~of~~ the assigned duty.
- .13 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.
- .14 Airport Standby
  - .01 A Reserve blockholder may be required to report to the airport to remain on standby for possible flight assignment. The duty period, for limitation and pay purposes, will begin at the required reporting time. If a flight is operated, the Flight Attendant will be paid the minimum airport standby credit value or the total aggregate duty period or the actual flight credit, whichever is greater.
  - .02 Airport standby will be rotated among Reserve blockholders to effect time balancing but will not be assigned to the same employee on more than two (2) consecutive days.
  - .03 An employee will not be required to report for airport standby more than twice in any block month unless all other reserve at that base have in that month been required to report for airport standby twice.
  - .04 Airport standby will be for a maximum of six (6) consecutive hours. Assignment may be made to a flight departing within this six (6) consecutive hour period. If no assignment is made he/she will be released for a legal rest period.
  - .05 A Reserve blockholder who reports for airport standby duty and does not fly will be credited with five (5) hours for pay and flight time limitations.

## 5.24 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 his/her monthly maximum. Credits accumulated by WDO's shall not be included in overprojection credits.
- .02 It shall be the responsibility of Crew Scheduling to ensure that credits that a Flight Attendant accrues throughout the month are tracked and recorded on a daily basis.
- .03 Any credits accrued that create an overprojections (e.g., reassignment, NBG, assignment from reserve, or duty into a day off) shall be resolved as soon as they become apparent by removing a pairing(s) or portion of a pairing within the current bid period. Credits accumulated by WDO's shall not be included in overprojection.
- .04 Notwithstanding .03 above, the flight attendant's actual monthly credit hours may exceed his/her monthly maximum under the following provision:  
  

On his/her last duty period of a month, a Flight Attendant may commence and complete said duty period provided that he/she will not exceed his/her monthly maximum by more than one-half (1/2) the blocked credit of his/her duty period. However, no Flight Attendant will depart his/her home base with more than his/her monthly maximum credits.
- .05 The Company will provide all Flight Attendants with monthly time sheets to track all flying.

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

- .01 When a Flight Attendant has booked off, and subsequently advises Crew Scheduling that he/she is fit to assume flight duty, he/she will be returned to his/her awarded ~~block~~ pairing if he/she books on prior to 1800 hours the day prior to scheduled flying. If he/she books on after 1800 hours Crew Scheduling will have the option of returning the Flight Attendant to his/her original pairing or reassigning him/her. If the Flight Attendant cannot be returned to his/her pairing or reassigned he/she may, at his/her option, stand reserve or remain on sick leave until he/she can be returned to his/her scheduled block. A Flight Attendant assigned to reserve shall stand reserve for the hours of his/her originally scheduled pairing.
- .02 When a Flight Attendant is ready to resume flight duty too late to allow him/her to bid for the next bid period, he/she will be assigned a reserve block, unless a preferential route bid is on file with Crew Planning.

## 5.26 Bidding Procedures

- .01 The bid package will be published no later than the tenth (10<sup>th</sup>) at noon, of each month preceding each bid period.
  - (a) all changes to pairings must be posted forty-eighty (48) hours prior to bid closing date. Upon mutual agreement between the Scheduling

- (b) Committee and the Company, the closing bid date may be extended. 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 sixteenth (16<sup>th</sup>) day of the appropriate month,
- .03 Awarded blocks will be deposited in the Flight Attendant's mail boxes not later than the twenty-second (22<sup>nd</sup>) day of the appropriate month.
- .04 The bid publishing and closing dates can be moved forward as necessary by the Crew Planning department in consultation with the Union Scheduling Committee to accommodate new technology and/or the block rework in the case of a blocking error as discussed in 5.19 - Blocking Errors.
- .05 The bid package shall contain the following:
- (a) an information package
  - (b) two (2) standard bid sheets
  - (c) the pairing listings
- .06 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
  - (g) a pairing calendar
- .07 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
  - (g) 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)
- (r) aircraft type (i.e., DH 100, DH 300)
- (s) crew complement coding, i.e. "FA and "Purser"

- .08 The information on the bid sheet will include the ability to bid purser or Flight Attendant position on a pairing by pairing basis. The awarded positions will subsequently be identified on the blocks in a mutually agreed format.
  - .09 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 his/her PRB at any time.
  - .10 If a Flight Attendant does not submit a bid and he/she does not have PRB on file, his/her flying will be assigned from the remaining pairings.
  - .11 No bids shall be accepted after the closing date and time unless extenuating circumstances dictate and only with the approval of the Scheduling Committee
  - .12 Telephone bids will not be accepted, unless the Flight Attendant is on vacation or leave of absence when the bids are due.
  - .13 A Flight Attendant who is absent from his/her home base or on sick leave may arrange to have another Flight Attendant submit a bid on his/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 him/her with respect to the bid.
  - .14 In the event of a new computer system of bidding, the Company will provide up to two (2) members of the Union Scheduling Committee with advanced training during establishment of this new system. As well, the Union Scheduling Committee will be consulted in the development of new bid sheets and codes as they are being established for the new computer system.
- 5.27 Displacement
- A Flight Attendant may be displaced from any flight by Management personnel. Crew Scheduling will endeavour to provide two (2) hours notice of the planned displacement. A displaced Flight Attendant shall be credited for flight time limitation purposes for the flight as if it had been flown according to schedule and shall not be subject to reassignment.

## 5.28 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 Crew Scheduling 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 he/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).

## 5.29 Reduced Blocks in Lieu of Lay-off

- .01 In the event that the Company deems layoffs will be required it is agreed between the Union and the Company that reduced blocks will be offered. Reduced blocks must be requested strictly on a voluntary basis by the employee.

- .02 Reduced blocks will be established and constructed as follows:

- .01 The Company will determine the number of reduced blocks that may be built in any bid period up to twenty percent (20%) of the Flight Attendants per base.
- .02 Reduced blocks will be established between thirty-seven (37) hours and forty-seven(47) hours per month.
- .03 The Company will provide six (6) weeks prior notification of a month where reduced blocks will be offered. Flight Attendants must submit their application to Crew Planning for a reduced block no later than the date specified in the notice. If more requests are received that can be accommodated, the additional requests will be placed on a waitlist and may be actioned at bid award time if number allows.
- .04 Requests for reduced blocks will be awarded based on seniority.
- .05 Flight Attendants holding a reduced block will be treated as a full block holder or reserve block holder in all respects as outlined in the Collective Agreement.

## 5:30 Purser Designation

Every flight operated must include a designated purser. If a purser blockholder is unavailable for a flight or pairing, the senior Flight Attendant scheduled for that flight shall be given the option to work as purser and be paid accordingly or pass on the designation to the junior Flight Attendant scheduled for that flight. If neither scheduled Flight Attendant wishes to work as purser the reserve Flight Attendant shall be assigned the purser position.

## **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 the Company's request from one base to another or as a result of base closure or partial closure, the Company will bear all transportation costs, moving expenses of household goods, reasonable living expenses, real estate fees to a maximum of two thousand dollars (\$2,000.00) and repayment of school fees where applicable of the employee and immediate family members as outlined below:
- .01 The expense of moving household and personal effects by a legitimate cartage company. It shall be the responsibility of the Company to arrange and pay for **all** such moves.
  - .02 All reasonable accommodation and living expenses for a period of thirty (30) days.
  - .03 Expenses related to the installation and transfer of utilities.
  - .04 Expenses of positive space passes for all immediate family for the purposes of relocation and space available passes for commuting to the previous domicile until complete relocation.
  - .05 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.
  - .06 Other relative expenses which are considered reasonable including the costs of terminating any lease or tenancy agreements but excluding damage deposits.
  - .07 Time Off  
In accordance with Article **13.11**.

### **6.03 Meal Allowance**

Effective November **1, 1995**, a meal allowance of \$2.15 will be paid for each actual hour (or portion thereof) of the duty period. (i.e., check-in to check-out)

Effective November **1, 1996**, a meal allowance of \$2.25 will be paid for each actual hour (or portion thereof) of the duty period. (i.e. check-in to check-out).



## 6.04 Layover Expenses

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

- .01 Effective January 1, 1996 layover meal expenses will be provided in accordance with the following:

|           |         |
|-----------|---------|
| Breakfast | \$10.53 |
| Lunch     | \$11.69 |
| Dinner    | \$19.88 |
| Snack     | \$ 3.50 |

Effective each **succeeding** January 1 ~~of~~ this Collective Agreement - 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 and LNS**
- (b) Between **1000** hours and **1259** hours inclusive:  
**Lunch, Dinner and LNS**
- (c) Between **1300** hours and **1859** hours inclusive:  
**Dinner and LNS**
- (d) Between **1900** hours and **2159** hours inclusive:  
**Dinner**
- (e) After **2159** hours:  
**LNS**

- .04 The Layoverday 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 and 1759 hours inclusive:  
Breakfast and Lunch
  - (c) Between 1800 hours and 2159 hours inclusive:  
Breakfast, Lunch and Dinner
  - (d) After 2200 hours:  
Breakfast, Lunch, Dinner and 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 his/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.
- 6.09 It is agreed that company transportation, airline limo, cab or other suitable transportation will be provided for all employees who are required to report **for** duty or whose trip arrives at their home base between the hours of 0100 and 0500 local time regardless of the availability of public transportation to a maximum of fifty (50) kilometres.
- 6.10 Notification of Base Closure

Notification of Base Closure or complete transfer must be made by the Company, in writing, to the Union and the employee so affected, at least thirty (30) days prior to any such action. Should the employee see fit to decline the opportunity to transfer, or if there are no job openings within the Company available, such employee shall **be** paid severance pay on the basis of two (2) weeks' wages for each year of service or fraction thereof.

#### 6.11 Hotel Credit

If a Flight Attendant/Purser is scheduled to overnight and does not require a hotel room, they will advise Crew Scheduling prior to 16:00 hours Local Time **in** which case the Company will cancel their scheduled room and credit the Flight Attendant/Purser fifteen dollars (\$15.00) per night. Such monies to be paid monthly and shall not be **less** than those specified for pilots.

#### 6.12 Mileage

Where an employee **uses** his/his/her own car for company purposes it is agreed that mileage **shall** be compensated at twenty-six cents (.26) per kilometre.

### **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 he/she may protest within thirty (30) days after his/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**

- 10.01 .01 Employees transferred or promoted to positions, other than Inflight Director, not covered under the scope of this Collective Agreement performing assignments directly associated with cabin personnel functions shall accrue

and retain seniority. In the case of Inflight Director the flight attendant shall continue to accrue and retain seniority for a one year period **at** which time he/she shall elect to return to the bargaining unit or relinquish **all** seniority.

#### Other Assignments

- .02 Employees transferred or promoted to positions not directly associated with cabin personnel functions shall accrue and retain cabin personnel seniority.
- 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, he/she shall retain his/her seniority during such period of sickness or injury until he/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 he/she **is** able to exercise his/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 his/her last permanent assignment, unless he/she exercises his/her seniority to:

- (a) accept any vacancy in the system, provided he/she notifies the Company of his/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 he/she may bump a junior employee in the system provided further that he/she advises the Company of his/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 his/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 his/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 his/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 13.1 -

For the purpose of this Clause "available for duty at his/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, he/she shall have the option of operating the flights in his/her block at the new base or being assigned to reserve at his/her former base on the days on which he/she was scheduled to commence a duty period
- (c) where awarded a reserve block, he/she shall be assigned to reserve at his/her former base on the days scheduled in his/her block

11.07 Employees who have been laid-off, should confirm their current address with the Manager, Inflight Service 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 \_\_\_\_\_**

- 12.01 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 Service of every available assignment at his/her base to which his/her seniority entitles his/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 his/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 his/her base, shall have his/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 his/her base, he/she shall be returned to his/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 his/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 his/her decision. An employee who accepts a temporary vacancy will not be permitted to reverse his/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 reassignment **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 Service stating:

- (a) the base or bases in order of preference to which he/she desires to transfer
- (b) whether he/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 he/she be allowed to reverse his/her decision once he/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 his/his/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. Copies of the above to be provided to the Local Unions.

- .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 Article 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 his/her last transfer.
- 13.06 When a Statement of Preference is actioned, the employee may refuse to accept the vacancy, provided that he/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 his/her base, shall be returned to his/her base (first point of permanent assignment) at the termination of the vacancy.
- 13.11 An employee shall be allowed a reasonable period between the time he/she is relieved of his/her duties and the time he/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 his/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**.
- 13.13 Cabin personnel who, in accordance with Article 6.02, require time to establish a new domicile shall be allowed five (5), **of** the seven (7), consecutive days at the minimum duty day credit. Such days are to **be** utilized within twelve (12) calendar months of the effective date of transfer.

#### **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 retarded for any reason, other than termination or resignation.

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

|  |   |
|--|---|
| 1 <sup>st</sup> Anniversary year -                   | proration of 14 days as per Article 14.03.                                    |
| 2 <sup>nd</sup> Anniversary Years -                  | 14 calendar days or four percent (4%) of gross income, whichever is greater   |
| 3 <sup>rd</sup> to 5 <sup>th</sup> Anniversary Years | 21 calendar days or six percent (6%) of gross income, whichever is greater.   |
| 6 <sup>th</sup> to 9 <sup>th</sup> Anniversary Years | 28 calendar days or eight percent (8%) of gross income, whichever is greater. |
| 10 <sup>th</sup> and over -                          | 35 calendar days or ten percent (10%) of gross income, whichever is greater.  |

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:

$$\frac{\text{Number of Days on the Payroll}}{\text{Equals:}} \times \frac{\text{Article 14.02 Service Entitlement}}{365} = \text{Vacation Entitlement Rounded Up}$$

.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 .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 he/she was on the payroll at the time of the general holidays.

Note: Employees who are scheduled to, and work, on Christmas Day will be paid at double time.

- 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 his/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 Manager, Inflight Service
  - (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 his/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 his/her outstanding vacation and general holiday period be changed 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 | - | 2, 3 or 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:
- vacation entitlement (with or without pay) for vacation to be taken in the following year
  - approximate number of employees allowed to take vacation at any one time
- .02 Flight attendants will be required to submit their vacation preferences for the following vacation year in writing to the Company by February 20th, unless otherwise stated on the vacation bulletin.
- .03 A union representative shall assist in the awarding of vacation bids.
- .04 The number of vacations allocated each month is established by the Company. A minimum of one-twelfth (1/12) of the total yearly vacation (including stats) earned by each flight attendant, will be available for bid each month, this will in no case be less than four (4) weeks per month.

Flight attendants may elect to bid any portion of accrued stat entitlement with their annual vacation bid.

If after the completion of the annual vacation awards, there is a change in crew requirements, an adjustment to the vacations granted during any given month will be made, by mutual agreement between the Company and the Union.

- .05 All awards will be posted by March 1<sup>st</sup>, unless a mutually agreed delay is arranged. All awards shall be considered final on March 31<sup>st</sup>.
- .06 All vacation cancellations within the current bid period shall be filled in accordance with article 14.07.07. All vacation cancellations in the next or subsequent bid periods shall be included in the following month's bid package and awarded in order of seniority.
- .07 In the event that the Company determines that additional vacation periods are available during the vacation year, a flight attendant may indicate his/her desire to change his/her vacation award. A flight attendant may express such vacation reassignment preference by submitting a vacation reassignment bid at any time after the initial awards. Known available vacation periods shall be awarded in accordance with seniority.
- .08 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.
- .09 All vacation periods shall commence at 0001 and end at 2400. They shall be free of all duty, including WDO's.

#### 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 hours and fifty minutes (2 hours 50 minutes) 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 his/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 his/her emergency procedures training during his/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 his/her base in accordance with the seniority and other related provisions of this Agreement.
- 15.09 In the event a discretionary leave of absence must be **resinded** the Company will provide four (4) weeks written recall to duty. It shall be the responsibility of the flight attendant to provide an up-to-date address and telephone number to the Company during the period of the discretionary leave.

#### 15.10 Leave for Employees With Child Care Responsibilities

Every employee shall be granted a leave of absence from employment in accordance with 15.10.01 and 15.10.02.

- .01 Where **an** employee provides his/her employer with a certificate of a qualified medical practitioner certifying that **he/she** is pregnant, **he/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 his/her confinement. In accordance with Article 15.10.06.01 and 15.10.06.02, 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 his/her personal physician stating that **he/she** is fit to perform flight duty.
- .02 Subject to Article 15.10.03, 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 his/her under Article 15.10.01
- (b) on the day the child is born, or
- (c) on the day the child comes into his/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 15.10.01
- (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 his/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
  - (e) Subject to 15.10.03, 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 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 15.10.02 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 15.10.01 and 15.10.02 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 15.10 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 15.10.06.01, 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 **his/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 **his/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 he/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 his/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 15.10, 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 15.10, 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 15.10, shall accumulate during the period of the leave for a maximum of seventeen (17) weeks under the provisions of either 15.10.01 (a) or (b) and a maximum of twenty-four (24) weeks under the provisions of Article 15.10.02.
- .02 Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in Article 15.10.09.01, 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 15.10.01 (a), he/she may elect to maintain his/her Health and Disability Benefits, provided that he/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 15.10.09.02 employment on the employee's return to work, shall be deemed to be continuous with employment before his/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 15.10.09.04, employment on the employee's return to work, shall be deemed to be continuous with employment before his/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 15.10.05 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 15.10 or take into account the pregnancy of an employee or the intention of an employee to take Leave of Absence from employment under Article 15.10 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 15.10.01 and .02 will be granted to an employee, upon written request, when his/her health or that of his/her child requires it. The Company may require that the employee and/or his/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 15.10.

15.11 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.

15.12 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 four (4) consecutive scheduled working days with pay when there is a death of their spouse, parent or child. These days shall commence following notice of the date of the death.
- (b) 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 (for the purposes of this article immediate family means: sisters, brothers, sisters-in-law, brothers-in-law, grandparents, grandchildren, parents-in-law and legal guardian) of the employee. These days shall commence following notice of the date of death.
- (c) one (1) additional day with pay shall be allowed for out of town travel in excess of two hundred (200) kilometers. Two (2) additional days without pay shall be granted upon advisement to the Company.
- (d) The maximum number of bereavement days, with pay, shall not exceed four (4).

- (e) up to three (3) consecutive days with pay may be granted for any emergency situation which the Company considers to be legitimate compassionate grounds. Any such leave over three (3) days necessitated by distance of travel or granted for any other reason considered by the Director, Inflight Service to be valid shall be without pay. Time bank may be used at the employee's request.
- (9) for any additional time lost from a blocked pairing as a result of the applications of this Article, an employee shall stand reserve and his/her pay will be protected. Should an employee choose not to stand reserve, the additional leave will be without pay.

#### 15.13 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.

#### 15.14 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 he/she appears as a witness before any Court, Board, Commission or Administrative Tribunal to testify on matters related to his/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 paycheck 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).

### 15.15 Committee Leaves

#### .01 Leave for Scheduling Committee

The Company agrees to grant Union leave with pay for members of the 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.

#### .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.

### 15.16 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.

### 15.17 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, however, up to fifteen (15) hours per year may be utilized for personal family care credits. 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 for all or any portion of a scheduled day he/she will be paid and utilize actual credit hours missed from his/her sick leave entitlement providing he/she has sufficient accumulated sick leave, for pay purposes and flight time limitations in accordance with article 5.08 Credits - Sick Leave. 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.
- 16.05 A flight attendant's accumulated sick leave will be reduced by the hours credited under Article 16.04.
- 16.06 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.

16.07 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 his/her occupation or to the living or health conditions peculiar to the countries in which he/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).

|                                      | % Borne by Company | Allotment                            |
|--------------------------------------|--------------------|--------------------------------------|
| Female                               |                    |                                      |
| Jackets                              | 50%                | 2/24 months                          |
| Skirts/Slacks/one piece dress        | 50%                | Any combination of 4 items/24 months |
| Tapestry Vest                        | 50%                | 1/24 months                          |
| Blouses                              | 50%                | 8/24 months                          |
| Two Piece dress                      | 50%                | 1/24 months                          |
| Maternity dress/Jumper               | 50%                | Any combination of 2 per pregnancy   |
| Dress scarf                          | 50%                | 2/24 months                          |
| Belts                                | 50%                | 2/24 months                          |
| All weather coat                     | 50%                | 1/36 months                          |
| Winter coat (not currently provided) | 50%                | 1/36 months                          |
| Leather Gloves                       | 50%                | 1/36 months                          |
| Winter scarf                         | 50%                | 1/36 months                          |
| Totebag                              | 50%                | 1/36 months                          |
| Suitcase                             | 50%                | 1/36 months                          |
| Purse                                | 50%                | 1/36 months                          |
| Male                                 |                    |                                      |
| Jackets                              | 50%                | 2/24 months                          |
| Pants                                | 50%                | 3/24 months                          |
| Tapestry Vest                        | 50%                | 2/24 months                          |
| Shirts                               | 50%                | 8/24 months                          |
| All Weather Coat                     | 50%                | 1/36 months                          |
| Winter Coat (not currently provided) | 50%                | 1/36 months                          |
| Belts                                | 50%                | 2/24 months                          |
| Suitcase                             | 50%                | 1/36 months                          |
| Totebag                              | 50%                | 1/36 months                          |
| Leather Gloves                       | 50%                | 1/36 months                          |
| Winter Scarf                         | 50%                | 1/36 months                          |
| Ties                                 | 50%                | 3/24 months                          |

.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 Each employee on the active payroll shall receive a uniform cleaning allowance of forty dollars (\$40.00) per month or portion thereof. **This** dollar amount shall never be **less** than that specified for pilots.
- 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 twelve dollars and fifty cents (**\$12.50**) per month or portion thereof, towards **the** purchase and maintenance of uniform footwear. The above provision is contingent upon the employee wearing footwear that conforms 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 his/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 his/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 Minister 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 his/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, he/she shall be paid his/her average monthly salary over the preceding three (3) full months until proof of his/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 his/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 his/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.

\_\_\_\_\_  
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 his/her estate.

23.05 Any amounts credited to the account of an employee or paid to his/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 he/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 his/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 to the Company, an employee accompanied by a Union representative, if he/he/she so desires, shall be permitted to review his/his/her file or copies of **specifically** requested **materials** at his/her **home** base in the presence of a supervisor. Such meeting shall take place at a time mutually agreed to by the parties. Upon reviewing his/his/her file an employee may request and shall receive a copy ~~of~~ any document ~~or~~ letter contained in the file.
- .05 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.
- .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 at least thirty (30) days prior to any such action.

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. Failure by the Parties to agree on said wages and conditions shall cause the matter to be referred to and taken up at Step 3 of the Grievance Procedure.

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. Failure by the parties to agree on said wages and conditions shall cause the matter to be referred to and taken up at Step 3 of the Grievance Procedure.

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 his/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

Flight attendants will perform light grooming at all stops. However, at stops where groomers are on board, flight attendants will be relieved of these duties.

Light grooming duties are defined as the following:

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

The Company Flight Attendant manual shall reflect the above.

26.16 All Union locals will be provided with copies of all Company bulletins.

26.17 It is agreed that both parties 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 parties.

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.

#### **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, he/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 his/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, he/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, he/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 his/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 his/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 hours, fifty minutes (2:50) credit hours.
- 32.10 "**DAY OFF**" a calendar day on a flight attendant's schedule free of duty at his/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 "**DUN 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 "PURSER Means any employee who, as part of his/his/her duties as a flight attendant, is assigned to a flight in the position of "Purser". He/he/she shall be designated as in charge of all cabin services and when applicable cabin personnel as per Company regulations and standards. He/he/she shall be responsible for giving work guidance to the Flight Attendants in his/his/her crew, including assignment of specific positions on the aircraft where two or more cabin personnel are required for operations (except for the purposes of training, line indoctrination, experimentation and evaluation).
- Although a Purser shall be held accountable for the responsibilities as outlined above a Flight Attendant shall, on direction of the Purser, perform or assist in the performance of those tasks and duties for which the purser is responsible.
- 32.17 "**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.
- 32.18 "**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 her monthly maximum. Overtime credits accumulated **shall** not be applied to result in an overprojection.
- 32.19 "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 recurrent training and first-aid.
- 32.20 "REGULAR BLOCK" means a unit of time monthly containing pairings and days off and which may contain training days for recurrent training and first-aid.
- 32.21 "RESERVE BLOCK" means a unit of time monthly containing days off and days scheduled for reserve and which may contain training days for recurrent training and first-aid.
- 32.22 "RESERVE DAY" the twenty-four (24) hour period from 00:01 to 24:00 during which a reserve duty period is scheduled.
- 32.23 "**RESERVE DUTY PERIOD**" a time period when a flight attendant so assigned must be available to be called for duty.
- 32.24 "REST PERIOD" means a period free from all duty with the Company. A period of time which separates two (2) duty periods.

- 32.25 "**SCHEDULED BLOCK CREDITS**" means the credits for a flight or flight sequence as indicated on a block.
- 32.26 "**SECTOR**" is one flight leg.
- 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 are provided by the Company in accordance with the AirBC Benefit Handbook. The Company agrees to make no changes to any benefit in effect at the date of signing without prior agreement with the Union. The company agrees to ensure that every existing employee and every new employee will be provided with a copy of the "AirBC Benefit Handbook".
- 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. Disability benefits for employees working reduced blocks will be based on an average of the previous three months' rate of pay.
- 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 one (1) year 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 or when returning from an injury or illness.
- 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 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 day of month following 2 complete months of service.  |
| Short Term Disability Plan               | <b>The</b> 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   |

### 33.11 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.

### 33.12 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. Contributions increase to 4.5% effective the first day of the month following ratification (February 1, 1997).

- a) Participation - Voluntary
- b) Eligibility - 1 year of service
- c) Contribution - Employee contribution: 4.5%  
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, 1995 and continue to be in effect until October 31, 1999 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.

**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 of two ways:
  - (a) the flight attendant/purser may request time off in advance of the blocks being published. The flight attendant/purser should request two hours fifty minutes (2 hours 50 minutes) credit hours off for each calendar day of time off desired.
  - (b) the flight attendant/purser may request time off after publication of the blocks by requesting specific days off. The amount debited from his/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 his/her bank of a value equal to six (6) credit hours.
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, the Company will do so with reference to the dollar value held in his/her bank.

SIGNED THIS DAY OF \_\_\_\_\_, 1997.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNED THIS DAY OF**  
**FOR THE COMPANY**

**, 1997.**

**FOR THE UNION**

**Al Graham**

**Garnet Zimmerman**

**Rick Hedley**

**Kathy Peters**

**Greg Janelle**

**Rick Eichel**

**Jennifer Friskle**

**Dawn Thomson**

**Bimi Dobson**

**David McConville**

**Jennifer Laycock**

**Renee Toker**



# Teamsters Local Union No. 31

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND THE CANADIAN LABOUR CONGRESS

## Letter of Understanding

**BETWEEN:** AirBC (The **Company**)

**AND:** Western Canada Council of Teamsters (The Union)

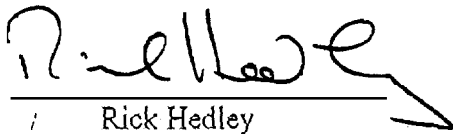
**SUBJECT:** Articles 5.01.09 and 5.20.01.01 (Flight Attendant Agreement)

The language found in the above noted articles is in conflict as it pertains to reduced service. Article 5.01.09 states in part, "...with possible reduced service in accordance with **Company** policy." while article 5.20.01.01 states in part, "... there will **only** be one class of service."

It is understood between the parties that when service must be reduced in accordance with the collective agreement such service shall be reduced in accordance with Company policy.

Signed this 16<sup>th</sup> day of July, 1997.

For the Company

  
Rick Hedley

For the **Union**

  
Kathy Peters

*Head Office*  
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*Prince George*  
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Fax (250) 563-2379

*Whitehorse*  
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Ph (403) 667-2473  
Fax (403) 667-7112





# Teamsters Local Union No. 31

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND THE CANADIAN LABOUR CONGRESS

## Letter of Understanding

**BETWEEN:** AirBC (The Company)  
**AND:** Western Canada Council of Teamsters (The Union)  
**SUBJECT:** Article 4.02.03 (Flight Attendant Agreement)

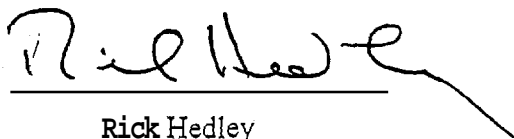
The parties agree that the words "a ~~maximum~~ recovery period of ~~six~~ (6) months" are to be removed from the above noted article. The article **now** reads as follows:

4.02.03: 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.

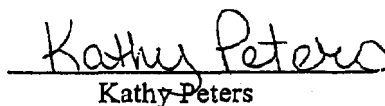
Where the **Company** is recovering **an** overpayment, a schedule of repayment by payroll deduction shall be **arranged** by mutual agreement between the employee **and** the Company subject to a minimum **deduction of** twenty-five **dollars** (\$25.00) **and** a maximum deduction of seventy-five dollars (\$75.00) per month. **If** an employee is terminated, **the** entire overpayment will be deducted **from** the final paycheque.

Signed this 16<sup>th</sup> day of July, 1997.

For the Company

  
Rick Hedley

For the Union

  
Kathy Peters

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Ph (403) 667-2473  
Fax (403) 667-7112



**airBC**



5520 Miller Road, Richmond, BC V7B 1L9

## Fax Cover Sheet

DAW. May 28, 1998

TIME: 11:11 AM

TO: Diana Foley

PHONE

H-R. Dev. Canada

FAX: (819) 953-9582

FROM VERN OSTER

PHONE (604) 244-2621

FAX: (604) 244-2675

RE: Flight Attendants - Rates of Pay

CC:

Number of pages including cover sheet: 3

Message

Per your request.

**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****(a) FLIGHT ATTENDANT/RESERVE**

|                | Feb. 1/97 | Nov. 1/97 | Nov. 1/98 |
|----------------|-----------|-----------|-----------|
|                | HOURLY    | HOURLY    | HOURLY    |
| 0-6 MONTHS     | 20.37     | 20.37     | 20.84     |
| 7-12 MONTHS    | 21.27     | 21.27     | 21.77     |
| 13-24 MONTHS   | 24.19     | 24.19     | 24.75     |
| 25-36 MONTHS   | 27.38     | 27.38     | 28.01     |
| 37-48 MONTHS   | 31.96     | 31.96     | 32.70     |
| 49-60 MONTHS   | 33.21     | 33.21     | 33.98     |
| OVER 60 MONTHS | 34.22     | 34.22     | 35.00     |

**(b) PURSER DASH 8 100/300**

|                       | <b>Feb. 1/97</b> | <b>Nov. 1/97</b> | <b>Nov. 1/98</b> |
|-----------------------|------------------|------------------|------------------|
|                       | <b>HOURLY</b>    | <b>HOURLY</b>    | <b>HOURLY</b>    |
| <b>0-6 MONTHS</b>     | <b>21.21</b>     | <b>22.37</b>     | <b>22.84</b>     |
| <b>7-12 MONTHS</b>    | <b>22.11</b>     | <b>23.27</b>     | <b>23.72</b>     |
| <b>13-24 MONTHS</b>   | <b>25.03</b>     | <b>26.19</b>     | <b>26.75</b>     |
| <b>25-36 MONTHS</b>   | <b>28.22</b>     | <b>29.38</b>     | <b>30.01</b>     |
| <b>37-48 MONTHS</b>   | <b>32.80</b>     | <b>33.96</b>     | <b>34.70</b>     |
| <b>49-60 MONTHS</b>   | <b>34.05</b>     | <b>35.21</b>     | <b>35.98</b>     |
| <b>OVER 60 MONTHS</b> | <b>35.08</b>     | <b>36.22</b>     | <b>37.00</b>     |

**(c) PURSER BAE 146**

|                       | <b>Feb. 1/97</b> | <b>Nov. 1/97</b> | <b>Nov. 1/98</b> |
|-----------------------|------------------|------------------|------------------|
|                       | <b>HOURLY</b>    | <b>HOURLY</b>    | <b>HOURLY</b>    |
| <b>0-6 MONTHS</b>     | <b>23.73</b>     | <b>24.89</b>     | <b>25.36</b>     |
| <b>7-12 MONTHS</b>    | <b>24.63</b>     | <b>25.79</b>     | <b>26.29</b>     |
| <b>13-24 MONTHS</b>   | <b>27.55</b>     | <b>28.71</b>     | <b>29.27</b>     |
| <b>25-36 MONTHS</b>   | <b>30.74</b>     | <b>31.90</b>     | <b>32.53</b>     |
| <b>37-48 MONTHS</b>   | <b>35.32</b>     | <b>36.48</b>     | <b>37.22</b>     |
| <b>49-60 MONTHS</b>   | <b>36.57</b>     | <b>37.73</b>     | <b>38.50</b>     |
| <b>OVER 60 MONTHS</b> | <b>37.58</b>     | <b>38.74</b>     | <b>39.52</b>     |

(d) Non-Flying Duty (i.e. training, vacation, committee,etal bank, time bank, return to work accommodations due to illness/injury.)

|                | Feb. 1/87 | Nov. 1/87 | Nov. 1/88 |
|----------------|-----------|-----------|-----------|
|                | HOURLY    | HOURLY    | HOURLY    |
| 0-6 MONTHS     | 21.21     | 22.37     | 22.84     |
| 7-12 MONTHS    | 22.11     | 23.27     | 23.72     |
| 13-24 MONTHS   | 25.03     | 26.19     | 26.75     |
| 25-36 MONTHS   | 28.22     | 29.38     | 30.01     |
| 37-48 MONTHS   | 32.80     | 33.96     | 34.70     |
| 49-60 MONTHS   | 34.05     | 35.21     | 35.98     |
| OVER 60 MONTHS | 35.06     | 36.22     | 37.00     |

(e) Trainees will be assigned to fly with cabin personnel who volunteered for and are suitable qualified for the purpose of conducting enroute training.

Cabin personnel accepting a training position shall be paid their regular rate of pay plus twenty dollars (\$20.00) per duty day for each duty day during which they perform training.

#### 4.01 Minimum Monthly Guarantee

.01 Employees who serve a full month will be guaranteed a minimum of seventy-five (75.00) times the applicable hourly rate of pay for their classification.

.02 The above minimum Monthly Guarantees will be pro-rated at two hours and fifty minutes (2 hours 50 minutes) 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.

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