


COLLECTIVE AGREEMENT

airNova



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EFF.	93	12	04
TERM.	45	12	10
No. OF EMPLOYEES	125		
NOMBRE D'EMPLOYES			

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ICLE 1 - PURPOSE

This Agreement is made and entered into by and between Air Nova Inc., hereinafter referred to as "the Company" and the Canadian Union of Public Employees (Airline Division), Local 4037, hereinafter referred to as "the Union", representing Cabin Personnel as hereinafter defined, employed in the service of Air Nova Inc.

The purpose of this Agreement is to provide in the mutual interest of the Company and its employees the full benefits of orderly and legal collective bargaining and to provide for the operation of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency, economy of business, quality of cabin services, and to establish between the Company and the Union matters pertaining to the hours of work, wages and general working conditions.

ARTICLE 2 - DEFINITIONS

As used in this Agreement, the following terms shall have the following meaning unless otherwise specified.

2.01 Agreement

The Collective Agreement, Letters of Agreement and Block Rules negotiated between the Company and the Union, including amendments or interpretations thereto agreed upon and covered by letters, or written amendments signed by Union representatives and Company officials. These written amendments shall remain binding only for the duration of the existing Agreement unless incorporated into the subsequent Agreement.

2.02 Union

The Airline Division of Canadian Union of Public Employees.

2.03 Company

Air Nova Inc.

2.04 Employee/Cabin Personnel

Flight Attendant and Inflight Co-ordinator.

.01 Flight Attendant: An employee in the service of the Company who is responsible for performing or assisting in the performance of inflight services in accordance with Company regulations and standards and subject to the provisions of the Agreement.

.02 Inflight Co-ordinator: Any Flight Attendant whose name appears on the current Inflight Co-ordinator Seniority list and who, in addition to his/her responsibilities as a Flight Attendant, is assigned to a flight in the position of Inflight Co-ordinator. He/she will be designated as in charge of cabin service and, as per Company regulations, will give work guidance to other Flight Attendants on his/her crew, including assignment of specific positions on the aircraft where two (2) or more cabin personnel are required for operations (except for the purpose of evaluating, experimenting and/or training).

Although the Inflight Co-ordinator is held accountable for the responsibilities outlined in **2.04.02**, a Flight Attendant shall, on direction from the Inflight Co-ordinator, perform or assist in the performance of those tasks and duties for which the Inflight Co-ordinator is responsible.

05 **Permanent Employee**

An employee employed in a permanent position by the Company.

06 **Union Representative**

Any member of the Bargaining Unit who is duly accredited by the Union to act on its behalf and whose appointment is confirmed in writing to the Company.

.07 **Temporary Employee**

An employee employed for a period not to exceed six **(6)** consecutive months.

.08 **Day**

Means a twenty-four (24) hour consecutive period, commencing at midnight and finishing at midnight the next day.

.09 **Month**

A complete calendar month. For the purposes of flight and duty time limitations, January shall be considered from January 1st to January 30th inclusive, February shall be considered from January 31st to March 1st inclusive, and March shall be from March 2nd to March 31st inclusive, to make the ~~first~~ three months 30 days each. In any leap year, February will have 31 days.

.10 **Base**

An **airport** designated by the Company to which a Cabin Personnel or group of Cabin Personnel is permanently assigned.

.11 **Reserve Period**

A time period, during which a Cabin Personnel ~~so~~ assigned, must be available ~~to~~ be called for duty.

.12 **Duty** Period

A work period will commence. one (1) hour ~~at~~ home base and forty-five (45) minutes out of base, prior ~~to~~ the scheduled departure time, or at the required reporting time, whichever is earlier, and end fifteen (15) ~~minutes~~ after ramp arrival, or released from duty by Crew Scheduler and/or Inflight Management.

2.13 Deadhead

Means travel by air or ground transportation at Company's request to meet the requirements of the service. Cabin Personnel shall not be required by the Company to deadhead on Cabin Personnel jumpseats.

2.14 Flight Time

Means the elapsed time between engine **start** at departure and engine stop at arrival. Wherever used in **this** text, flying time will have the same meaning.

It is understood that if engines are not started at departure, flight time shall be the elapsed time between wheels roll at departure and engine stop at arrival.

2.15 Crew Rest

Rest period allotted to Cabin Personnel between duty periods.

2.16 Layover

Period where Cabin Personnel are required to take legal rest period away from home base.

2.17 Block

Means a projection of an employee's **schedule** for a period of one month which includes pairing number, reserve days, days **off**, vacations **and** training, but not limited to the above list.

2.18 Blockholder

A Cabin Personnel awarded or assigned a block.

2.19 Block Segment

A continuous sequence of one or more pairing preceded and followed by days **off**.

2.20 Pairing

A prearranged combination of one or more duty periods.

2.21 Open Flight

Means a flight or flights that become available during the month.

.22 Stopover

Any period of time between flight arrival and departure which does not provide legal rest period.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that, except as otherwise limited by this Agreement, the sole and exclusive right with respect to the management of the Company's business and operations and the determination of all matters pertaining to its affairs remains vested with the Company.

ARTICLE 4 - UNION RECOGNITION

- 1.01 The Company recognizes the Union **as** the sole collective bargaining agent for all cabin personnel, save and except supervisors, and those above that rank in accordance With the Certification Order issued by the Canada Labour Relations Board **on** January 8, 1990.
- 1.02 The Agreement applies only to employees **who** are based in Canada
- 1.03 This Agreement does not apply to newly hired employees **who** are in a process of initial training **as** Cabin Personnel. **This** training period will include ground training and preparation along with line indoctrination **as** Cabin Personnel.
- 1.04 **No** individual agreement amending a specifically covered working condition set forth in this Agreement will be valid unless it has received written approval from the duly authorized Union representative.
- 4.05 It is agreed that employees not falling within the scope of this Agreement shall be permitted to perform bargaining unit work **as** follows:
- .01 under emergency situations and **to** ensure that a flight can operate **on** schedule in accordance with Federal regulations and Company's requirements for service and crew complement.
 - .02 **to** assist in miscellaneous cabin duties at the request of a passenger or operating Flight Attendant.
 - .03 **to** provide **inflight** instruction to Cabin Personnel being upgraded or qualified and **to** demonstrate or experiment with techniques and procedures.
 - .04 for supervisors to remain current under the following conditions:
 - i) flight attendant duties may be performed only **one** (1) pairing per month;
 - ii) the flight attendant being displaced will receive **twenty-four (24)** hours' notice of such displacement;
 - iii) displacement will be offered in order of seniority and may be refused at the flight attendant's option;
 - iv) a displaced flight attendant shall be credited with all scheduled block credits and shall not **suffer** any monetary loss;
 - v) no report shall be filed and no disciplinary action shall be taken by or through the **non-bargaining** unit employee **as** a result of and while performing bargaining **unit** work.

Notwithstanding the above, any employee may report blatant infractions of rules such **as** theft or safety infractions.

- 4.05.05** A copy of the operated flight(s), due to displacement of Cabin Personnel by supervisors, will be provided to the Union.
- 4.06** Wet lease - contracting with another company for the provision of an aircraft with Cabin Personnel.
- .01** Only Cabin Personnel whose name(s) appear on the Seniority List shall be assigned to any flight as cabin crew on aircraft operated by Air Nova Inc.
- .02** Notwithstanding Section **4.06.01** above, wet leases may be entered into by the Company under the circumstances listed below:
- a.** To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control (e.g., weather conditions, mechanical failures, Acts of God, delay of aircraft delivery, etc.).
 - b.** To carry out charter flying for one or more parts of a charter where no appropriate Company aircraft are available within a reasonable time period.
 - c.** To evaluate or enter into new markets where no appropriate Company aircraft types are available.
 - d.** If the Company enters into a wet lease such wet leasing shall not result in the layoff of Air Nova Cabin Personnel. The Company will advise the Union of such wet leases.
 - e.** Any wet leases beyond six (6) months will be by mutual agreement between the Company and the Union.

ARTICLE 5 - UNION SECURITY AND DEDUCTION OF DUES

- i.01 All employees who on the date of the signing of this Agreement are or who may become members of the Union shall as a condition of their continued employment maintain Union membership for the duration of the Agreement. All new employees hired as of the date of the signing of this Agreement shall as a condition of employment become Union members within thirty (30) days of their hiring and shall as a condition of their continued employment remain members in the Union for the duration of the Agreement.
- i.02 The Company agrees to deduct Union dues as specified in the By-laws of the Airline Division of the Canadian Union of Public Employees (CUPE) and shall remit such dues by cheque to the Secretary-Treasurer of the Airline Division of CUPE no later than thirty (30) calendar days following the pay period in which deductions are made.
- i.03 Deductions shall commence on payroll for the first pay period of the calendar month following completion of thirty (30) calendar days after the date of employment in a position covered by this Agreement. The dues so deducted shall be remitted by the Company to the Airline Division of CUPE in accordance with Article 5.02 with list showing names of members, rate of pay and amount deducted.
- i.04 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company will carry forward and deduct from any subsequent wages the dues not deducted in the previous month.
- i.05 Only payroll deductions now and hereafter required by law, or authorized by this Agreement shall be made from wages prior to the deduction of dues.
- i.06 The Company shall not be responsible financially or otherwise, either to the Union or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits payment to the Union.
- i.07 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Article, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if at the request of the Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company for any losses, damages, costs, liability, or expenses suffered or sustained by the Company as a result of any such deduction or deductions.

ARTICLE 6 - UNION REPRESENTATION

- 6.01** The Company recognizes the Union executive and Committee members who are designated to deal with representatives of the Company on matters pertaining to the application and administration of the Agreement.
- 6.02** The Union may select from the employees, committee members as follows:
- | | |
|-----------------------------|-------------------|
| Grievance Committee | • 3 members |
| Bargaining Committee | • 3 members |
| Labour/Management Committee | • Union Executive |
| Joint Blocking Committee | • 2 members |
| Uniform Committee | • 2 members |
- 6.03** The Union will select the above representatives and notify the Company in writing of such appointment and of any subsequent changes.
- 6.04** Committee members may attend to their assigned committee business on behalf of the bargaining unit employees during working hours, for a reasonable length of time and subject to the requirements of the service provided, however, that such arrangements have been approved by their immediate supervisor(s). Committee members shall suffer no loss of pay or days off while in committee meetings with Management representatives.
- 6.05** As need be, the Union representatives mentioned above and the external Union representative, when required to meet with Company representatives, shall be entitled to free transportation to and from such meetings on a space available basis over Company lines in accordance with Company policies.
- 6.06** Any employee elected or appointed to a full-time position (to a maximum of two (2) years) with the Union necessitating a leave of absence may, subject to the Company's operational requirements, be granted a leave of absence without pay. Requests for such leaves shall be made thirty (30) calendar days prior to intended commencement. The Company shall be notified at least thirty (30) calendar days prior to an employee's return from such approved leave. Such employee will continue to accrue seniority and may exercise seniority on return from the leave of absence, subject to their meeting Ministry of Transport standards, prior to their return to active employment.
- 6.07** Representatives of the Union shall be given a period of fifteen (15) minutes per class to address new employees during the last week of their training for the purposes of acquainting new employees with the benefits and duties of Union membership. The Union will be provided with an opportunity to sign up new members at this meeting.

- 6.08** The Company will provide the Union with a locking glass encased bulletin board to be used exclusively for the posting of notices **bearing the signature of an appointed** Union representative, such **as** notice of elections, of Union meetings for the members of the bargaining unit, etc.

The Company will allow the Union **to** place copies of Union notices in the employee's mail slots.

- 6.09** Space available passes will be issued to Union **officers who** are employees upon request from the Union at no **cost** to the Union. Guest passes will be considered for any other Union officers, upon request in writing. Request for positive space passes for Union officer or **staff** for Company-Union business shall be given serious consideration by the Company upon request from the Component President. All **passes issued in accordance** with this Article shall only be used **in the** execution of their Union duties.

- 6.10** Where one of the official Union representatives or Committee members is released **at** the Union's request, or under the provisions of the foregoing paragraphs, any flight(s) from which **he/she** was released will be awarded or assigned in the regular manner.

The Union will not be charged for those flights from which the Committee members were released in order to discuss with the Company's representatives. This provision applies to the maximum of the Committee members **as** outlined above.

- 6.11** It is understood that the Union representatives have their regular duties to perform on behalf of the Company.

In order to be exempt from flight duties to perform Union functions, the Union **representative(s)** must provide a written request to their superior stating the date of return to regular duties. Such a request will not be unreasonably denied but will be subject to service requirements.

The Union will reimburse the Company for such leaves. With this understanding, there shall be no loss of pay and the Company will request reimbursement from the Union on **a** quarterly basis.

- 6.12** The Company agrees to provide the Union with all changes of **address** received from the employees on **a** monthly basis.

ARTICLE 7 • HEALTH AND SAFETY

- 7.01** The Company and the Union agree to promote safety practices to protect the health and safety of employees at **work**, in accordance with current legislation and Company policies and procedures.
- 7.02** The parties agree to **form** a Joint Health and Safety Committee which shall have the same powers and obligations **as** those stipulated by law. Such committee shall be formed of two Union representatives with a corresponding number of Company representatives.
- 7.03** The Union will select the two Union representatives and notify the Company in writing of such appointment and of any subsequent change.
- 7.04** The Health and Safety Committee shall hold meetings **as** requested by the Union or by the Employer, and at least **as** often **as** required by law, for jointly considering, **monitoring**, inspecting, investigating, and reviewing health and **safety** conditions, and practices, and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent **to** the Employer and the Union.
- 7.05** The Union's National Health and Safety chairperson and Company management **may** attend meetings.
- 7.06** Committee members shall **suffer** no loss of pay, seniority or days **off** while in committee meetings with Company representatives.
- 7.07** It is understood that the Union Health and Safety representatives have their regular duties to perform on behalf of the Company.

In order to be exempt from flight duties to perform Union functions, the representatives must provide a written request to the Company.

The Union will reimburse the Company for such leave. With this understanding, there shall be no loss of pay or seniority. The Company will request reimbursement from the Union on a quarterly basis.

- 7.08** The Union Health and Safety representatives and the National Health and Safety chairperson shall be entitled to **free** transportation on a space available basis over Company lines and in accordance with Company policies.
- 7.09** The Company will inform the **employee(s)** working **a** flight if there has been a bomb threat with respect **to** that flight. The Company will also notify a Union representative of the Health and Safety Committee.

ARTICLE 8 - PROBATION

- 8.01** All new employees shall be required to serve a probationary period of six **(6)** months from the date of assignment ~~to~~ the line ~~as~~ Cabin Personnel.
- 8.02** If an employee is absent from normal flying duties in excess of seven **(7)** consecutive days during their probationary period, the Company may extend the probationary period by an equivalent number of **days**.
- 8.03** The Company reserves the sole **right to** make any decisions ~~with~~ respect to the discharge, discipline or retention of an employee during the probationary period. The release or discharge of an employee during the probationary period shall not be subject to the grievance or arbitration procedure.
- 8.04** ~~An~~ employee shall not be required ~~to~~ serve more than one probationary period.
- 8.05** Upon completion of the probationary period, an employee shall acquire permanent **status** and shall thereupon be entitled to a position on the Seniority List. Seniority will date back ~~to~~ the date of hire ~~as~~ Cabin Personnel.
- 8.06** Employees **who** have been released prior ~~to~~ having successfully completed their full probationary period may be subject, upon return to the Company, ~~to~~ an additional probationary period ~~as~~ follows: this probationary period will be either three (3) months or the time required to complete the six **(6)** months whichever is the greater.

ARTICLE 9 - SENIORITY

- 9.01** Permanent Cabin Personnel's seniority will accrue from the date of hire. In the event that more than one Cabin Personnel **has** the same date of hire, training class standing will determine seniority standing. In the event there is a tie in training class standing, seniority standing will be determined by lot.
- 9.02.01** If an employee is transferred or promoted outside the Bargaining Unit, within the Company, his/her seniority (service and classification) will accrue for a period of six **(6)** consecutive months, **as** of the date of the transfer or promotion. His/her seniority is lost after this six-month period.
- This period will be extended in the cases where an employee is on maternity leave, or is absent from work due **to an** injury or illness. In such case, the period will be extended by the time absent.
- 9.02.02** If an employee is transferred **to** ground duty for the Company due to a disability resulting from an illness or an injury, or if the employee is on leave without pay for the same reason, he /she shall continue to accrue seniority until such time **as** he/she is able to resume active service or he/she is declared unable to resume work for a continuous period not exceeding **two (2)** years. After this **two (2)** year period, his/her name shall be removed from the seniority list. Notwithstanding the provisions contained herein, **an** employee who is actively participating in a recognized rehabilitation program **may** continue **to** accrue seniority for a period in excess of **two (2)** years by mutual agreement of the Company and Union.
- 9.03** Seniority shall not in any respect govern transfers to non-flying duty, supervisory duty, or special assignment duty, nor shall it govern transfers or promotions outside the bargaining unit.
- An** employee may decline any temporary or permanent assignment outside the Bargaining Unit.
- 9.04** **An** employee shall lose all seniority, if he/she:
- a) **Resigns;**
 - b) **Is** discharged for just cause;
 - c) **Is** absent for three (3) consecutive days without **a** valid reason;
 - d) **Overstays** a leave of absence without a valid reason;
 - e) **Fails** to return from layoff under the recall procedure **as** set forth in this Agreement;
 - f) **Is** on layoff for a continuous period **equal to** seniority or **two (2)** years, whichever is less;

- g) ~~Is~~ unable to perform his/~~her~~ normal duties due to illness or accident for a period of ~~two (2)~~ consecutive years, except ~~as~~ outlined in 9.02.02 ~~above~~;
- h) Retires.

9.05 Cabin Personnel Seniority List

The Company shall establish and maintain a Cabin Personnel Seniority List showing for each Cabin Personnel listed therein:

- a) Seniority Number;
- b) Name;
- c) Classification;
- d) ~~Base~~;
- e) Date of Employment;
- f) Employee Number.

9.05.01 seniority List

Prior to February 1 and August 1 in any year the Company shall ~~post~~ at each base a copy of the seniority list indicating the respective seniority date of hire and classification date of ~~each~~ employee within the classifications of Flight Attendant and Inflight Co-ordinator. Copies of the seniority list shall be supplied to the Union.

9.05.02 ~~An~~ employee may protest, in writing, to the Manager, Inflight Services, any error or omission ~~affecting~~ his/~~her~~ ~~seniority~~ within thirty (30) days of the posting.

9.05.03 ~~An~~ employee on sick leave, leave of absence, vacation, or out of the ~~country~~ at time of posting may protest within thirty (30) calendar days of returning to work.

9.05.04 When proof of error is presented by an employee, such error shall be corrected and when ~~so~~ corrected the agreed upon seniority date shall be final. No changes shall be made in the existing revised seniority ~~status~~ of an employee unless concurred by the Union. Copies of the revised seniority lists shall be supplied ~~to~~ the Union.

LE 10 - FILLING OF VES

- 10.01** Preference will be given to the most senior employee if he/she meets the job requirements, as stipulated in 10.03.
- 10.02** Employee applicants for the position of Inflight Co-ordinator may be required to undergo written, oral and practical tests.
- 10.03** Vacant and new classifications covered by this Agreement must be posted at each home base for a period of ten **(10)** consecutive calendar days and a copy thereof must be provided to the Union.
- Job Opportunity bulletins will set out the following information with respect to the vacancy:
- a) the position;
 - b) responsibilities;
 - c) location of work;
 - d) qualifications • meaning the Company's requirement for a position;
 - e) closing date for applications;
 - f) rate of pay.
- 10.04** a) Employees desiring such positions shall, prior to the specified closing date, submit a written application to the Human Resources Department.
- b) Notwithstanding the above articles, Cabin Personnel will be offered the opportunity to change classification in September of each year provided vacancies are made available in each classification. The position(s) will be posted and awarded prior to vacation bidding in order to allow the successful applicant to bid their vacation in the appropriate classification. The actual change of classification will occur on the 1st of each year.
- Cabin Personnel will be placed into the wage scale(s) according to Article 23 which is equivalent to his/her total seniority with the Company.
- 10.05** The successful applicant shall be allowed a trial period of up to ninety **(90)** days during which the Company will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, within **six (6)** weeks of notification or be returned by the Company. for just cause, to the position formerly occupied, without loss of seniority.
- 10.06** When a position is awarded to a successful applicant, the Company shall, at the time of the appointment, announce the name of such employee and the position to which

appointed on bulletin boards designated for job postings and a copy thereof must be sent to the Union.

- 10.07 Notwithstanding any provision herein contained, the Company also reserves the right to reject all bids made in respect to a vacancy bulletined. If the Company rejects a bid made in respect to a vacancy, it must advise the applicant in writing of its reasons within ten (10) days. It is understood that the employee may file a grievance at Step 2 of the grievance procedure. In the event that there are insufficient qualified employees who submit a bid, employees in the bargaining unit who meet the qualifications shall be temporarily assigned to the position in order of reverse seniority, for a period of six weeks. This period may be extended by mutual agreement of the employee and Company.
- 10.08 If the Company decides not to promote the most senior applicant(s), it must advise such applicant(s) in writing of its reasons within seven (7) days following the decision. Such decision may be protested by way of the grievance procedure.

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 Prior to any reduction in Cabin Personnel which results in layoffs, the Company shall notify the Union in advance of this action being taken in order to enable the parties to discuss possible ways of avoiding a layoff or minimizing the adverse effect of a layoff.
- 11.02 In the event of a reduction in force, having first terminated the employment of all temporary and/or probationary employees, Cabin Personnel will be laid off in reverse order of seniority.
- 11.03 The Company will provide affected employees a written notice of at least thirty (30) days prior to the effective date of layoff, with a copy to the Union.
- 11.04 Lay-off notices will be sent by registered mail in which case the reception date of such notice will serve as reference for the establishment of the notice period.
- 11.05 Where there is an increase in Cabin Personnel complement after a period of layoff, recall will be conducted in order of seniority amongst those Cabin Personnel on layoff.
- 11.06 Recall notices will be sent in writing to the employee, by registered mail, to his/her last known address within at least fourteen (14) days of the date of recall. Upon receiving such notice, the employee must advise the Company within forty-eight (48) hours of his/her intention of resuming work.
- 11.07 If an employee on laid-off status accepts to report to work under the provisions of 11.06, he/she must report to work within fourteen (14) days of his/her acceptance, or the reporting date, as specified by the Company in the recall notice, whichever is later.
- 11.08 It is understood that an employee may decline a recall in another classification to which he/she belonged at the time of layoff, without prejudice to his/her future recall rights.
- 11.09 The names of all laid-off employees will be placed on a recall list. Names will appear in order of seniority, and will remain on such list until every laid-off employee has been recalled. The Union will receive a copy of such list and the Company will hire no new employees until the vacancies have been offered to the employees whose names are still rightfully appearing on the recall list.
- 11.10 Employees on layoff shall file their address with the office of the Manager, Inflight Services and shall thereafter promptly advise the Manager, Inflight Services of any change in address or telephone number. The Company will rely upon the accuracy of the information on file. Failure of an employee to receive notification under any of the terms of this Agreement, due to his/her non-compliance with this Article, shall relieve the Company of any responsibility for the result.

11.11 An employee shall retain his accumulated seniority and continue to accrue seniority during any period of layoff, except for pay progression and vacation entitlement.

11.12 a) In an effort to maintain the quality of cabin services after a layoff, the Company may transfer temporarily an employee to a Flight Attendant or Inflight Co-ordinator position.

b) Temporary transfers shall be offered to the employees qualified, in order of seniority. In the event that there are insufficient qualified employees who accept to transfer, employees in the bargaining unit who meet the qualifications shall be assigned to the position in order of reverse seniority.

c) Where a Flight Attendant accepts or is assigned temporarily to an Inflight Co-ordinator classification, he/she will be placed into that wage scale (as per Article 23.01 b) which is equivalent to his/her total Cabin Personnel seniority with the Company.

d) Where the Inflight Co-ordinator accepts or is assigned temporarily to a Flight Attendant classification, he/she shall be paid in accordance with the Flight Attendant scale based upon his seniority.

11.13 Notwithstanding the notice requirements in Article 11.03, in the case of a third party labour relations dispute, sudden cessation of work caused by an Act of God or any other cause over which the Company has no control, the requirements of notice stipulated herein shall not apply. When Cabin Personnel are laid off due to such work stoppages or any other cause over which the Company has no control, such Cabin Personnel will receive any days off due them on a pro rata basis prior to their being placed on laid-off status.

11.14 Should the layoff notice not be served within the thirty (30) day period as stipulated in 11.03, the laid off employees will receive a compensation equivalent to the number of days/weeks missing towards the completion of such period.

Additional severance entitlement will be as stipulated in the Canada Labour Code.

11.15 Severance pay for employees who elect to terminate rather than accept lay-off status will consist of two (2) weeks' pay or proration thereof for each year of service.

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ARTICLE 12 - AVE 7 ABSENCE

12.01 The Employer may, upon receiving written request, grant an employee a leave of absence without pay subject to the requirements of the service. Such requests will not be unreasonably denied. The leave of absence will not exceed a period of ninety (90) days. Seniority Will continue to accrue during the leave. Extension may be granted by mutual agreement between the employee and management.

12.02 An employee on approved leave of absence shall have the option of choosing to maintain any eligible group insurance benefits normally covered by payroll deduction at employee expense, subject to the terms and conditions of the Group Insurance Plan.

12.03 Employees on a personal leave of absence for more than ninety (90) consecutive calendar days will not earn vacation hours for such periods and will not be credited with service for the purpose of advancing to a higher vacation earning rate or advancement on the incremental pay scale.

12.04 Cabin Personnel who engage in gainful employment for someone other than the Company while on leave of absence, without prior written permission from the Company, shall be deemed to have resigned from the Company's service without notice, as of the date of commencement of such other employment.

12.05 Left blank intentionally.

12.06 Jury and Witness Duty

12.06.01 An employee serving on jury duty shall be granted leave of absence. Compensation at his/her current salary will be paid by the Company, less any fees received as a result of jury duty.

12.06.02 An employee subpoenaed to attend a criminal proceeding, a Coroner's Inquiry or any judicial inquiry into the Company's operations shall be granted leave of absence. Compensation at his/her current salary will be paid by the Company, less any fees received as a result of such witness attendance.

12.06.03 Cabin Personnel attending these proceedings shall incur no loss of seniority, vacation or benefits but shall not be entitled to contractual limitations and days off which pertain to flight duties for the purpose of attending jury/witness duties.

RT 13 - LEA OF ABSENCE WITHOUT LOSS OF PAY

13.01 Bereavement Leave

13.01.01 Bereaved employees will be entitled to paid time off from work on the occasion of a death in their immediate family as outlined below.

For the purpose of the article, the immediate family shall be considered as:

spouse (either by marriage or common-law)
parents and stepparents
children
sisters
brothers
father-in-law
mother-in-law
and any relative permanently residing in the employee's household or with whom the employee resides.

13.01.02 In the case of the death of a spouse or child, employees are entitled to a leave of seven (7) calendar days commencing on the day immediately following the day of death. Scheduled working days falling within this period will be treated as paid days of leave.

13.01.03 In the case of the death of any other immediate family member as defined in **13.01.01**, the employee is entitled to paid bereavement leave of any of his/her scheduled working days that occur during the three (3) days immediately after the day of death.

13.01.04 In the case of the death of any other relative, employees are entitled to one (1) working day with pay which may be taken on the day of the funeral or on the day immediately following the day of death.

13.01.05 Bereavement leave may be extended without pay on the approval of the Inflight Manager should circumstances warrant.

13.01.06 On the occasion of the death of a relative, the employee must advise his/her supervisor indicating the period of bereavement he/she will require to be off work.

13.02 Maternity Leave

13.02.01 Female employees who have completed six (6) months of continuous service are entitled to a leave of absence of seventeen (17) weeks without pay, for maternity purposes.

This leave may commence anytime from eleven (11) weeks before the estimated delivery date or any shorter period **as** the employee may request.

- 13.02.02** If the employee is unable to ~~return~~ to work after the expiration of her originally requested leave due to medical ~~reasons~~ relating to the birth, the employee will be entitled to up ~~to~~ a further six ~~(6) weeks~~ of leave, without pay, provided she has a medical certificate.
- 13.02.03** A pregnant employee who is unable to perform an essential function of her job, and for whom no appropriate alternative job is available, may be required to take a leave of absence from employment only for such time **as** she is unable to perform that essential function.
- The burden of proving that a pregnant employee is unable to perform **an** essential function of her job rests with her employer.
- 13.02.04** During such leave **an** employee will accrue seniority **and** upon expiration of the maternity leave, the employee will be reinstated to her position with no loss in wages, benefits or seniority.
- 13.02.05** **An** employee requesting maternity leave must provide her supervisor with at least four **(4)** weeks written notice of the date the leave is to commence, unless there is a medical **reason as to** why such notice cannot be given, and verification from a physician of the estimated date of delivery.
- 13.02.06** **The** employee is required to give her supervisor written notice of the date she intends to return to work at least two **(2)** weeks prior **to** her actual return.
- 13.02.07** Employees may continue their health benefit coverage and R.R.S.P. contribution during the period of maternity leave by providing postdated cheques to the Payroll Department to cover the amount of their premiums.
- 13.02.08** While **on** Maternity Leave the employee shall be allowed **to** use her Company pass privileges on Air Nova **as** outlined in Company Policy.

13.03 Child Care Leave

- 13.03.01** **An** employee who has completed six (6) months of continuous employment and who has or will have the actual care and custody of a newborn child or who has under the laws of the Province adopted a child, shall be granted **a** leave of absence without compensation of **a** maximum of ~~twenty-four~~ **(24)** weeks beginning at the employee's option:

- i) in the case of a female employee:
 - a) either at the expiration of the leave she has taken in accordance with the provisions concerning maternity leave;
 - b) at the date of birth of the child;
 - c) on the day the adopted child comes into the employee's care and custody.

- ii) in the case of a male employee:
 - a) on the day the child is born;
 - b) on the expiration of any leave taken by a woman with respect to the same child;
 - c) on the date when he effectively takes charge of the care and custody of the child.

13.03.02 The aggregate amount of child care leave from employment that may be taken by the parents in respect to birth or adoption may not exceed twenty-four **(24)** weeks.

13.03.03 The employee must provide a written request to the Manager, Inflight at least four **(4)** weeks prior to the leave, except in the case of extenuating circumstances where this length of notice could not reasonably have been given.

13.03.04 The employee must advise his/her supervisor in writing at least **two (2)** weeks prior to his/her return to work.

13.04 ~~Catastrophe~~ Leave

Catastrophe leave without pay shall be granted at the discretion of the Manager, Inflight Services or his/her designate.

ARTICLE 14 - GENERAL HOLIDAYS

14.01 Employees, with at least thirty (30) days of service, shall be entitled to a day in lieu of the following general holidays to a maximum of ten (10) days per year.

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

14.02 The total amount of such holidays accrued in any calendar year shall be bid and granted in conjunction with **annual** vacation except Cabin Personnel shall have the option of converting up to five (5) days **to** a cash payout in lieu of taking time **off** (payout formula **1/20** of monthly wages).

14.03 Holidays shall be paid in the same manner **as annual** vacation.

14.04 **To** be eligible for a day in lieu of a general holiday, Cabin Personnel must be employed at the time of the holiday. Notwithstanding the above, employees on leaves of absence, laid-off status, Workers' Compensation, or short-term or long-term disability, for more than thirty (30) consecutive days will not be entitled **to** a general holiday that occurs during such period.

ARTICLE 15 - VACATION

15.01 The reference period for annual vacation purposes shall be from January **1** to December **31**.

15.02.01 Employees will accrue annual vacation, as per the schedule below, to be taken after January **1** of the following year.

<u>Length of service with the Company</u>	<u>Vacation Accrual</u>
(as of Dec. 31 in any year)	
Less than one year	One working day per month of employment (to be counted employment must commence on or prior to the 15th of the month) to a maximum of ten (10) working days.
After completing one (1) year	10 working days
After completing three (3) years	15 working days
After completing ten (10) years	20 working days

15.02.02 During the calendar year of an employee's third and tenth anniversary, the new accrual rate is effective only for those months following the anniversary date. Example: An employee who attains three **(3)** years of service on September **1, 1991**, will accrue one **(1)** day for the first eight **(8)** months and **1.25** days for the last four **(4)** months for a total of thirteen **(13)** vacation days, **(8x1)+(4x1.25)= 13**.

15.03 Vacations are not permitted prior to the end of the first calendar year of employment nor during probationary periods unless mutually agreed by the Company and employee.

15.04 a) The Company shall, on the **1st** of October, bulletin a roster of vacation periods available for the period January **1** to December **31**, inclusive of the following year.

The vacation holiday bid will be held between October 15 and November 30 of each calendar year.

b) The vacation period awards will be posted by December 15 of each calendar year.

15.05 Vacation periods are awarded by classification in order of seniority.

15.06 Each vacation period will consist of five (5) working days starting on Monday and ending on Friday. At the request of Cabin Personnel, each vacation period will be preceded by or followed by two (2) days **off**. These **two (2)** days will be part of the allotted monthly days **off**. Cabin Personnel will indicate which days they prefer around his/her vacation by prefacing these days with a "G" on their bid sheet.

Vacation time of three (3) or more days but less than five (5) days will be guaranteed **two (2)** days before or after their vacation. These two (2) days are part of the allotted monthly days **off**.

15.07 Subject to Article 15.04 a), Cabin Personnel shall be awarded no more than **two (2)** prime time vacation periods, not necessarily consecutive, per period. Prime time period is defined as the period July 1 to August 31, and December 15 to December 31. A prime time period shall contain at least three (3) prime time days.

15.08 Vacation periods will not be changed or cancelled except by mutual agreement by the employee and the Company. In such case, the vacation period will be rescheduled at a time mutually convenient to the employee and the Company.

15.09 If an employee becomes disabled during his/her vacation period, and must be hospitalized, he/she may postpone the remainder of such vacation period to a time mutually agreed by the employee and the Company. Such employee will then benefit from any provisions relative to sick leave and income replacement insurance.

15.10 If an employee's annual vacation falls during a sick leave period, or while the employee is receiving disability benefits, or during a maternity leave, such employee may reschedule vacation or any displaced part thereof, at a time mutually agreed by the employee and the Company.

15.11 An employee whose employment ceases shall be paid any vacation owing him/her in respect of the prior completed year of employment. The employee shall also be paid 4% of his/her wages during any part of the completed portion of the current year of employment in respect of which he/she has not been paid vacation pay. If the employee has completed three (3) consecutive years of employment, the employee shall be paid 6% of his/her wages during any part of the completed portion of the current year of employment in respect of which he/she has not been paid vacation pay.

- .12 a) Notwithstanding the foregoing, employees on Workers' Compensation, or Company disability benefits will not **earn** vacation **hours** for **such periods except** for the first ninety (90) consecutive calendar days.
- b) Employees on Company disability benefits will be credited with service for the purpose of advancing to a higher vacation rate for a period of one **(1)** year.
- Furthermore, employees on Workers' Compensation shall be credited with service for the purpose of advancing to a higher vacation rate during such leave.
- .13 The Company will keep an accurate record of open vacation. This record will be published monthly in the open flying book.
- 13.01** Open periods will be awarded in order of seniority to Cabin Personnel who request a change in writing prior to the monthly block bid.

ARTICLE 16 - SICK DAYS

- 16.01** For the purpose of this article, sick day shall mean the period of scheduled working + reserve days in a Cabin Personnel's monthly block, during which a Cabin Personnel unable to report for duty **as a** result of sickness or injury while off duty and during which period he/she is paid **as** outlined herein.
- 16.02** On January 1st of each year, Cabin Personnel who have completed their probationary period shall be entitled to ten **(10)** days sick leave with pay for the current year. Probationary employees are entitled to five **(5)** sick days during the probationary period. Following the probationary period they are entitled to five-sixths **(5/6)** of a day ~~for each~~ month remaining in the calendar year.
- 16.03** The sick leave bank will be deducted one **(1)** day for each working day an employee ~~is~~ off sick; however, Cabin Personnel completing fifty percent **(50%)** of his/her duty time for the day will be deducted one-half (1/2) sick day.
- 16.04** At the Company's request, employees may be subject to medical examinations to substantiate illness or injury, **and/or** to determine medical fitness. In such cases the Company will cover the cost of the medical examination.
- 16.05** **An** employee is not eligible for sick days in cases where the Company Weekly Indemnity, Long-Term Disability, Workers' Compensation Plan, or automobile accident insurance **plans, apply.**
- 16.06** Cabin Personnel shall accumulate one half (1/2) of the current year unused sick leave which shall be added to the previously accumulated sick days. The maximum sick leave accumulation under this article shall be twenty **(20)** days.
- 16.07** **Medical Fitness**
- In the event that the Company requires inoculation, chest x-rays, examinations or testing for an employee to perform his/her duties, the expense shall be borne by the Company.
- 16.08** The Company will **cover** such expenses **as** extra **taxi,** Company-related telephone call and hotel **rooms** incurred by Cabin Personnel **who** are unable to continue work due to illness or injury while away from home base. Cabin Personnel will also be entitled to meal allowance claims. Every reasonable effort will be made to return the employee to home base **as soon as** medically possible.

CL 17 - SUCCESSORS RIGHTS

7.01 In the event that the Company changes ownership or merges **with** another Company, the representation **rights** of this **Union** shall be maintained until a **final** determination is made under the Canada **Labour** Relations **Board**, if required.

7.02 Operational Changes

.01 The provisions of this Agreement shall be fully applicable should the Company decide **to** open another base.

.02 The Company agrees to notify the Union of any substantive changes **to** Company operations which directly affect Cabin Personnel. Should operational requirements dictate the creation of a new classification, the Company will meet the Union for the purpose of negotiating rates of pay and hours of work.

ARTICLE 18 - TRANSPORTATION EXPENSES

- 18.01 The Company agrees to provide at no **cost** parking facilities at home base for **each** employee.
- 18.02 Ground transportation between **airport** and layover accommodation will be provided **to** flight crews **as** arranged by the Company.
- 18.03 Special transportation will be granted on approval from the Manager, Inflight Services **or** designate.
- 18.04 When there is **a** schedule duplication resulting in **a** Cabin Personnel returning home, **the** Cabin Personnel may claim **a** transportation expense of fifteen **(15)** dollars.
- 18.05 Where **a** Cabin Personnel has **to** return home during **a** pairing at the Company's request and has to come back **to** work during the same pairing or duty period, **he/she** may claim the above transportation expenses.

RTICI 19 - UNIFORMS

- 19.01 Uniforms will be maintained according to standards prescribed by the Company.
- 19.02 a) Company representatives will meet with the Uniform Committee to discuss the style, colour and material of the Cabin Personnel uniform. Union recommendations regarding any such changes will be considered by the Company.
- b) Any uniform or accessories considered by the parties must ensure both the dignity and the safety of the employee.
- 19.03 The Uniform will consist of:
- | | |
|----------------------------|------------|
| - one (1) belt | M/F |
| - one (1) all-weather coat | M/F |
| - two (2) pair of trousers | M/F |
| - two (2) blazers | M/F |
| - six (6) blouses | F |
| - one (1) vest or sweater | M/F |
| - six (6) shirts | M |
| - two (2) ties/bow ties | M/F |
| - two (2) skirts | F |
| - one (1) winter scarf | M/F |
| - two (2) summer dresses | F |
| - one (1) briefcase | M |
| - one (1) purse | F |
| - one (1) suitcase | M/F |
- 19.04 The Company will pay 50% of the **cost** of all uniforms, which will be deemed to have a useful life of **twenty-four (24) months**, with the exception of the **all-weather** coat which will be deemed **to** have a useful life of **thirty-six (36) months**. The employee's contribution will be through payroll deduction and such deduction shall not exceed **\$15.00** per pay period.
- a) It is understood that a Cabin Personnel may purchase uniform pieces above what is allotted in **19.03** and will be responsible for **100%** of the **cost**.
- b) It is understood that the Company shall replace a uniform piece which has not reached **its** life expectancy by mutual agreement between the employee and his/her supervisor. The Company reserves the right **to** request an employee to replace a uniform piece which has attained its useful life and is visibly **worn**.
- 19.05 a) If the Company introduces a new uniform of different style **and/or** colour within **twenty-four (24) months** of the introduction of an existing uniform, the Company shall pay the full cost of the initial issue of compulsory items of the uniform

change. Cabin Personnel are responsible for the balance owing on the previous uniform including any additional items purchased.

Notwithstanding the above, Cabin Personnel employed after the date of issue shall be responsible for cost sharing of the uniform as outlined in Article 19.04.

- b) If the Company introduces new compulsory uniform items of a different style and/or colour within twenty-four (24) months of the existing issue of compulsory uniform items the Company shall pay the full cost of the initial issue of such items.
 - c) Notwithstanding the above paragraph should the Company determine that the issue of new style and/or colour may be worn in conjunction with the existing uniform and/or items then new pieces will be voluntary on a 50/50 basis.
 - d) If the Company introduces a new uniform after twenty-four (24) months of the introduction of an existing uniform, the balance owing on the previous uniform will be waived and the Cabin Personnel will be responsible for cost sharing the total value of the new uniform as outlined in Article 19.04.
- 19.06 The Company agrees to pay each employee 50% of the cost of footwear to a maximum of \$150.00 annually. A receipt, signed by a supervisor, inflight, indicating prior approval of the footwear must be submitted with each claim.
- 19.07 Employees are entitled to a cleaning allowance of \$28.00 for each month or part thereof of active duty during the calendar year upon ratification of the collective agreement, and \$30.00 per month effective January 1, 1995. Cleaning allowances shall be claimed on the employee's expense form.
- 19.08 Maternity Uniform: A pregnant employee will be provided with two (2) maternity uniforms on a 50% cost sharing basis, upon written application of the employee to request the maternity uniform a minimum of one (1) month in advance of the time required.
- 19.09 The Company shall repair or replace any part of a damaged uniform when such damage was caused by passengers and/or the physical condition of the aircraft and provided proof thereof is furnished. The employee shall not be liable for the cost of such repair or replacement provided he/she advises Inflight Services of the situation upon arrival at home base. The Company will decide whether to repair or replace such uniform. Request for reimbursement of such repairs must be substantiated with receipts.
- 19.10 Fittings and adjustments to the uniforms shall be done at home base, on work days.
- 19.11 The name tag plate is part of the uniform and will be provided at no cost to the employee.

9.12 During a period of layoff due to work shortage, stoppage or any other cause over which the Company has no control, no Cabin Personnel shall incur uniform deductions if the uniform is returned complete.

ARTICLE 20 - MEAL ALLOWANCES

20.01 Meals

Cabin Personnel away from his/her base on flight duty, deadheading or other authorized Company business, will be entitled to the following meal allowance:

	<u>Effective August 20, 1993</u>	<u>Effective January 1, 1994</u>
Breakfast (provided the C/P is away from base overnight)	7.85	8.00
Lunch (1200-1300)	10.10	10.30
Dinner (1800-1900)	20.25	20.65
Snack (any overnight)	4.50	4.60

20.02 Allowances stipulated in Article **20.01** shall not be lower than those allowances granted to other crew members.

ARTICLE 21 - GENERAL PROVISIONS

- 21.01 Accommodation:** Cabin personnel away from home base while on flight duty, deadheading or other authorized Company business, will be provided with single accommodation at the Company's expense. In the case of an unscheduled layover where sufficient hotel accommodation is not available, single accommodation may not be provided.

The Company shall provide the Cabin Personnel with a crew room at each home base.

For delays away from home base exceeding five (5) hours between ramp arrival and scheduled departure (that occur in the same duty period), a hotel dayroom within reasonable proximity of the airport will be provided for each crew at the Company's expense.

- 21.02 Travelling privileges:** Employees will be eligible for free and reduced rate travel benefits as outlined in the Company Travel Benefit policy.

The Company will endeavour to keep its employees advised of all reduced fare transportation available to employees of the Company.

- 21.03 Hostage/Internment:** An employee who, while engaged in the course of his/her duties for the Company, is reported interned, captured or held prisoner or hostage, or is missing under any of these assumed circumstances, shall be allowed compensation at his/her regular salary applicable at the time he/she became missing, captured or held prisoner or hostage.

- 21.04 Employee files:** Files shall be maintained for each employee of the Company and shall contain all records and reports involving the employee's work performance.

Cabin Personnel will be advised of any adverse reports and copied at the time such material is placed on his/her file.

Where a formal assessment of a Cabin Personnel's performance is carried out, the Cabin Personnel shall be given sufficient opportunity to read, review and discuss the assessment. Formal performance assessments will be signed by the Cabin Personnel, which signature shall only acknowledge completion of the assessment, not concurrence or rejection.

An employee's personal file may be reviewed by the employee during normal business hours in the presence of an administrative officer of the Company. Employees shall notify their supervisor, in advance, of their intention to view the file. An employee may be accompanied by a Union representative for such purposes.

- 21.05 **Disciplinary correspondence:** Disciplinary correspondence or any adverse reports shall be removed from an employee's file after eighteen (18) months from the occurrence except in cases where there has been further disciplinary action within eighteen (18) months.
- 21.06 **Job classification:** In the event that a classification is modified, combined or a new classification covered by this Agreement is created by the Company, the Company will determine the rate of pay which shall be in reasonable relationship with the rate of pay for other classifications. The Company agrees to advise the Union accordingly. Should any disagreement arise out of discussion between the Company and Union with respect to such rate, the Union may file a grievance within thirty (30) days claiming that the rate of pay is not in relationship with the rate of pay of other classifications. In the event the grievance is not resolved, it may be processed to arbitration as per the terms of the Agreement.
- 21.07 **International Passport/Visa:** The Company will pay the expense of passports or Visas required by an employee to perform his/her duties.
- 21.08 **Legal Counsel:** Except in the case of **gross** negligence or wilful misconduct:
- a) The Company agrees to provide, free of charge, legal counsel to Cabin Personnel involved in an accident occurring while cabin personnel are performing work-related duties. This shall include legal counsel for the estate of deceased cabin personnel resulting from an accident in Company aircraft.
 - b) The Company agrees to defend all Cabin Personnel and their estate in any legal action arising while Cabin Personnel are performing work-related duties and to hold them harmless from judgment rendered.
- 21.09 **Communications:** Any communication from the Company to the employees with regard to temporary or permanent change in the place of work, discharge, layoff, leave without compensation, or approval of **annual** vacation dates, must be made in writing, prior to the date of event, in accordance with the provisions of this Agreement.
- 21.10 **Relocation:** It is understood **that** in the event the Company decides to open another base, the Company will meet with the Union to discuss the methods of relocation and the **cost** of such relocation.
- 21.11 a) A Cabin Personnel whose checked crew baggage is lost while on duty or layover, may submit a claim through the Customer Relations Department. If the baggage is not located, the Cabin Personnel will be reimbursed up to the Company's maximum liability, based on the estimated replacement **costs** less depreciation.

- b) When it is evident that checked crew baggage has not arrived at a layover point, and will not arrive prior to the Cabin Personnel's departure time, the employee may claim for reasonable interim expenses to a maximum of twenty-five (25) dollars.

21.12 Supervisory Flight: Cabin Personnel will be informed twenty-four (24) hours before the beginning of a pairing of an anticipated check flight.

21.13 Requalification Tests

The employee who fails to requalify shall be released from duty, without pay, until such time as he/she once again requalifies. Such employee may again pass requalification tests within the next seventy-two (72) hours, or at the most, one (1) week after failing the initial tests. If he/she succeeds, the employee will immediately be reinstated to his/her previously awarded block.

If the Company is unavailable for requalification tests on Saturdays and Sundays, these two (2) days will not be considered part of the seventy-two (72) hours and the Cabin Personnel will suffer no monetary loss.

ARTICLE 22 - PAY CHEQUE DISTRIBUTION

- 22.01** The Company shall pay its employees by bank deposit, corresponding to the published pay dates. In cases where circumstances beyond the Company's control prevent payment, employees will be notified of the alternate date. In such case, the Company will make every effort to pay employees in the most expedient manner. The following information will be **shown** on the pay statement: employer's name, employee's name and surname, employee number, date of pay period and date of payment, number of hours paid for the period, nature and amount of premiums, allowances, benefits, rate of pay, amount of gross salary, nature and amount of deductions, amount of net salary.
- 22.02** Should there be **an** error by the Company which results in a shortage in an employee's pay cheque in the amount of fifty dollars (**\$50**) or more, such error shall **be** rectified and paid within four (**4**) working days upon receipt of notice of such error. Should the error be less than fifty dollars (**\$50**), such error shall be rectified and paid to the employee on the next **regular** pay cheque.
- Overpayment shall be recovered on the next **regular** pay period.
- 22.03** The Company shall make **no** deductions on an employee's pay cheque unless otherwise required by law, by a provision of the present Agreement, or by any **court** decision, or unless **so** required by a written request from the employee. The amount of any such authorized deductions shall be remitted by the Company **as** required.
- 22.04** In the event of termination of employment, the employee shall be supplied with a Record of Employment in accordance with the Unemployment Insurance Act.
- 22.05** The amount of the Union dues must be **shown** on T-4 and TP-4 slips in accordance with **the** applicable government rules and regulations.

ARTICLE 23 - RATES OF PAY

23.01 ~~Cabin~~ Personnel shall be paid a yearly *salary* as specified below:

a) <u>FLIGHT ATTENDANT</u>		
<u>Months of Service</u>	<u>Effective January 1, 1994</u>	<u>Effective January 1, 1995</u>
0 - 6	17,188	17,876
6 - 12	19,364	20,139
12 - 18	20,886	21,721
18 - 24	22,301	23,193
24 - 36	23,742	24,692
36 - 48	25,591	26,615
48 - 60	26,815	27,888
> - 60	28,066	29,189

b) <u>INFLIGHT CO-ORDINATOR</u>		
<u>Months of Service</u>	<u>Effective January 1, 1994</u>	<u>Effective January 1, 1995</u>
0 - 6	20,248	21,446
6 - 12	22,424	23,709
12 - 18	23,946	25,291
18 - 24	25,361	26,763
24 - 36	26,802	28,262
36 - 48	28,651	30,185
48 - 60	29,875	31,458
> - 60	31,126	32,759

- c) Where a Flight Attendant is permanently assigned to Inflight Co-ordinator classification, ~~he/she~~ will be placed into that wage scale (b) which is equivalent to his/her ~~total~~ Cabin Personnel seniority with the Company.
 - d) Where ~~an~~ Inflight Co-ordinator is permanently assigned to a Flight Attendant classification, ~~he/she~~ will be placed into that wage scale (a) which is equivalent to his/her ~~total~~ Cabin Personnel seniority with the Company.
- 23.01.01** Should the average Consumer Price Index (**1986 CPI = 100**) for the months of January **1994** through December **31, 1994**, result in a percentage increase of more than four percent (**4%**), Cabin Personnel scales (**23.01a**), effective January **1, 1995**, shall increase by an additional amount equivalent to the difference between four percent (**4%**) and the actual percentage increase in the CPI to a maximum of four percent (**4%**) difference.
- 23.02** ~~If~~, for service purposes, an Inflight Co-ordinator is temporarily assigned to a lower classification, ~~he/she~~ will be paid at the rate of pay for his/her normal classification.
- 23.03** If temporarily assigned to an Inflight Co-ordinator classification, a Flight Attendant will be paid at **\$3.00** per flying hour, effective January **1, 1994**, and **\$3.50** effective January **1, 1995**, for hours in such classification. Such compensation shall not exceed the Inflight Co-ordinator's wage scale equivalent to his/her ~~total~~ Cabin Personnel seniority with the Company.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.01** A grievance is defined as any difference or dispute arising between the Company and the Union concerning the interpretation, application, administration or alleged violation of the Agreement. Grievances will be resolved as expeditiously as possible and in accordance with the procedures as set out in this article.
- 24.02** It is the mutual desire of the parties hereto that complaints of employees shall be resolved as quickly as possible, and it is understood that an employee has no grievance until he has first given his supervisor, Inflight Services, the opportunity of reviewing his complaint. The employee may be accompanied by a Union representative at his/her home base. If the complaint cannot be resolved, a grievance may be lodged, in writing, through the following steps.
- 24.03** Grievances must be submitted in written form bearing both the signature of the grievor(s) (or the grieving party) and the date of the grievance and as a condition of their validity and arbitrability, must specify:
- a) the nature of the grievance and the circumstances under which it arose;
 - b) the section(s) of the Agreement alleged to have been violated;
 - c) a statement as to the requested remedy or relief sought.
- 24.04** Calendar days for the purpose of Article 24 and Article 25 shall not include Saturdays, Sundays and General Holidays as provided for in this Agreement. Any and all time limits fixed by this Article may be extended only by written agreement between the Company and the Union.

24.05 Step I

- .01 A grievance may be initiated by any employee or group of employees who consider themselves aggrieved, provided such grievance satisfies the requirements of 24.03 and is filed within twenty (20) calendar days of the event giving rise to the grievance. This grievance shall be submitted to the Manager, Inflight Services, or his/her designate.
- .02 The Manager of Inflight Services or his/her designate shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance.

step II

- .01 Failing a satisfactory settlement in Step I, the Union shall submit the grievance in writing to the Department Head, or his/her designate within

twenty **(20)** calendar days of the receipt of the reply from the Manager, Inflight Services, or his/her designate.

- .02 The Department Head or his/her designate shall hold a hearing into the grievance within ten **(10)** calendar days of receipt of the referral of the grievance to him/her.
- .03 The employee and his/her Union representative shall be given the full opportunity to present evidence, make representation and present, examine, or cross-examine witnesses during that hearing.
- .04 One employee witness called by the Union shall be granted time **off** with pay and subject to the requirements of the service and shall be provided with space available transportation on Company aircraft to and from the hearing.
- .05 The Department Head or his/her designate shall reply in writing to the grievance within ten **(10)** days of the hearing and such reply shall be communicated in writing to the grievor and the Union.

24.06 With respect to a grievance dealing with suspension or discharge, such grievance shall be submitted at Step II of the Grievance Procedure.

24.07 Union Grievance

Only grievances of a general or policy nature may be initiated by the Union and shall be filed at Step II **within** thirty **(30)** calendar days of the event giving rise to the grievance.

24.08 Company Grievance

A Policy Grievance may be initiated by the Company in writing to the Union within fifteen **(15)** days of the event giving rise to the grievance. Within ten **(10)** days of receipt of the grievance by the Union, a hearing shall be held into the grievance. The rules governing such hearing shall be **as** set out in this Article Step II. The Union shall reply to the grievance in writing within ten **(10)** calendar days of the hearing.

24.09 Any grievance decision not rendered by the Company within the relevant time limit (except where the time limits have been extended by mutual agreement), shall be automatically advanced to the next step. Any grievance decision not appealed by the Union within the relevant time limits (except where the time limits have been extended by mutual agreement), shall be final and binding on the parties concerned.

- 10 Where the procedures outlined in this Article have been exhausted, the Union may initiate the arbitration procedure in accordance with Article 25 - Arbitration within thirty (30) calendar days of receipt of the ~~final~~ decision of a grievance.

ARTICLE 25 - ARBITRATION

25.01 Any grievance not resolved in accordance with Article 24-Grievance Procedure may referred to Arbitration by either party within thirty (30) calendar days of the decision reached at Step II through Written Notice of Intent to proceed to Arbitration.

25.02 Single Arbitrator

.01 When written notice of arbitration, including a statement of the grievance, is given by either party to this Agreement, each shall within ten (10) days of receipt of Notice of Intent, provide the other party with the name(s) of an arbitrator for the purposes of mutual agreement.

.02 Should the parties fail to agree upon the selection of an arbitrator within ten (10) days of receipt of the proposed name(s), the Federal Minister of Labour shall be empowered to appoint an arbitrator.

.03 The decision of the Arbitrator shall be final and binding on the Union, the Grievor and the Company.

.04 The cost of the Arbitrator shall be shared equally between the Company and the Union. If the cost of the Arbitrator is subsidized, then the remaining costs shall be shared equally between the parties.

25.03 Board of Arbitration

In the event that either party wishes to use a Board of Arbitration the following shall apply.

25.04 The Notice of Intent shall include a statement of the grievance and the name of the party's nominee to the Board of Arbitration.

25.05 The party receiving such Notice of Intent shall within ten (10) calendar days advise the other party of the name of its nominee to the Board of Arbitration.

25.06 The Chairperson of the Arbitration Board shall be appointed by agreement between the nominees of the Union and the Company within ten (10) calendar days. Failing such agreement, either party may apply to the Minister of Labour for the appointment of the Chairperson.

25.07 In the event that a member of the Board resigns, dies or otherwise is unable to remain a member of the panel, the party who appointed him/her or, in the case of the Chairperson, the other two appointees shall replace him/her as soon as possible in the same manner set out herein.

- .08 The Board shall have jurisdiction to consider only grievances properly submitted to it under the terms ~~of~~ this Agreement.
- .09 The Board shall not have any power to alter, ~~modify~~ or amend any of the provisions of this Agreement or ~~to~~ substitute new provisions for existing provisions, nor to give ~~any~~ decision inconsistent with the terms and provisions of this Agreement.
- .10 The expenses incurred by the Board Chairperson shall be borne equally by the parties. Each party will assume the expenses incurred by its ~~own~~ nominee.
- .11 At any arbitration hearing the Union and the Company shall not be prevented from being represented by any ~~person(s)~~ whom they may choose or designate.
- .12 The Union and the Company shall not be prevented the opportunity to present evidence, make representations and present, examine and cross-examine witnesses.
- .13 The Board shall make every effort to render a decision with minimum delay, but in ~~no~~ case more than thirty ~~(30)~~ calendar days from the date of final hearing.
- .14 A majority decision shall constitute the decision of the Board but, failing such majority, the decision ~~of~~ the Chairperson shall govern. A decision ~~of~~ the Board shall be ~~final and~~ binding on the Union, the ~~grievor~~ and the Company.

ARTICLE 26 - NO STRIKE/NO LOCKOUT

- 26.01** The Company and the Union agree to abide by all the procedures provided by the Agreement and the Canada Labour Code Part I - Industrial Relations for the purpose of peaceful settlement of disputes. The parties agree that there shall be no strike or lockout unless the requirements of the Canada Labour Code have been met.
- 26.02** For the purpose of this Article, the words "strike" and "lockout" have the same meaning as that stipulated in the Canada Labour Code.

ARTICLE 27 - EMPLOYEE BENEFITS

- .01 Employees will be eligible for coverage in a group insurance plan arranged by the Company.
- .02 Any benefit and/or insurance provided through the group insurance plan shall be as more particularly described and set forth in the respective policies of insurance and benefit plan documents. The specific applications and administration of all insurance benefits, and all matters with respect to the group insurance plan, shall be governed by the terms of the contract or contracts with the insurance carrier or carriers.
- .03 No matter respecting the provisions of the group insurance plan shall be subject to the Grievance Procedure established in this Agreement.
- .04 The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s) provided the benefits are comparable. In such cases, the Company will provide notice to the Union and employees thirty (30) days in advance of intended change to the plan(s).
- .05 The cost of group insurance benefits will be shared equally by employee and Company unless otherwise mutually agreed between the Union and the Company.

ARTICLE 28 - NON DISCRIMINATION

28.01 Neither the Company nor the Union will discriminate in any manner against an employee because of race, national or ethnic origin, ~~colour~~, religion, age, sex, marital status, family ~~status~~, disability or conviction for an offence for which a pardon has been granted, all of which are subject to the exceptions provided under the Canadian Human Rights Act.

28.02 No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.

28.03 Sexual Harassment

The Union and the Company recognize the right of all employees to employment free of sexual harassment. All matters concerning sexual harassment will be dealt with in confidential manner in accordance with Company policy.

BLOCK RULES

R1 OBJECTIVES

R1.01 The fundamental objectives of the Block Rules are to provide an orderly method of block award and flight assignments consistent with the principles of seniority, to provide Cal Personnel with favourable working conditions and to enable the Company to crew flights with maximum efficiency within the framework of these Block Rules.

BLOCKING COMMITTEE

- 01 A joint blocking committee will be formed and will be composed of **two (2)** Cabin Personnel, ~~as~~ per Article 6 • Union Representation and Company Representatives.
- 02 The JBC will meet at least twice yearly to discuss seasonal pairings. Under normal circumstances, prior to the releasing of the bid package, the pairings will be reviewed by the Committee. The Committee will have ~~the~~ opportunity to review the final schedule before it is released ~~to~~ Cabin Personnel.
- 03 The JBC will examine any written requests submitted by Cabin Personnel which deal with a ~~pairing(s)~~ considered too demanding.

R3 CK PREP AND AWARDS

- R3.01 The Union and the Company agree to a preferential pairing bidding system of block monthly duties, as detailed in the Collective Agreement.
- R3.02 The Block Building Package will be published and distributed by the Company via Company mail by 1700LT on the seventh (7th) of each month and will comprise of the following:
- a) Bid Sheet;
 - b) Pairing Sheet which will include the following information:
 - i) On-duty times;
 - ii) Total flying time;
 - iii) Total duty time;
 - iv) Layover hotels and transportation companies;
 - v) Scheduled departure and arrival times;
 - vi) Days of operation;
 - vii) All revenue flying;
 - viii) Meal allowance.
 - c) The name and classification of Cabin Personnel who will be scheduled for Company training, **MOT** Recurrent Training, absent for any period of five (5) days or greater, and awarded vacation for that block month.
- R3.03** Cabin Personnel will have until 1600LT on the thirteenth (13th) day of each month submit their bid sheet for the following month which they will deposit in a sealed container (box) provided by the Company.
- R3.04 The blocks will be built and awarded by the Company, reviewed by the JBC, and distributed by the Company to Cabin Personnel no later than the twenty-second (22nd) day of the month. Any recommendations will be discussed and errors noted by the JBC will be actioned by the Company prior to the distribution of the awards. Once a quarter the JBC will jointly build and award the blocks.
- R3.05 If a Cabin Personnel does not submit a bid, crew planning will revert to a generic bid that all Cabin Personnel are encouraged to submit. The generic bid shall indicate the type of flying, days off preferred and other personal preferences. A Cabin Personnel may update his/her generic bid at any time.

Cabin Personnel who may be absent during the bid period may authorize, in writing, another person to submit a bid on his/her behalf. Cabin Personnel who do not bid or do not submit sufficient preferences, will be assigned.

- 06.01** Blocks will be built and awarded in order of seniority, subject to Cabin Personnel classifications, and will **as much as possible**, comply with the preferences listed on the bid sheet.
- 06.02** Cabin Personnel may bid for **no** less than three (3) consecutive reserve days provided this does not affect the overall quality of reserve coverage. However, the Company may **assign** a reserve day or days to a Cabin Personnel's block in an attempt to honour the individual's higher priority **preference(s)**.
- 06.03** Cabin Personnel's block may contain up to sixteen (16) days **off** in any one **(1)** month.
- 06.04** Block segments can be built **to a** maximum of six **(6)** consecutive days. In no case will there be less than four **(4)** days off in any sixteen (16) consecutive days.
- 06.05** All vacation and scheduled training will be considered **as** the first bid preference.
- 06.06** **No** blocks will be built that are in excess of the maximum monthly limitation **as** outlined in R4.01.
- 06.07** A multi-day pairing shall **consist** of either flying or reserve days but not both.
- 07** The process of dealing with protests is to be resolved by mutual agreement between the **parties**.
- 08** All other block construction guidelines will be by mutual agreement between the Union and the Company. Any problems which arise during the term **of** the Collective Agreement will be discussed by the Union and the Company, and any necessary **amendment(s)** or **addition(s)** may be made by mutual agreement between the parties.

R4 LIMITATIONS

- R4.01** Eighty-five (85) hours of flight time or one hundred and sixty-eight (168) hours of duty shall constitute the normal monthly maximum for a Cabin Personnel. To facilitate scheduling, a window of eighty (80) to eighty-five (85) flying hours, or one hundred and sixty (160) to one hundred and sixty-eight (168) duty hours, or a minimum of ten (10) days off is acceptable.
- R4.02** Cabin Personnel may be required to exceed the normal monthly maximum as outlined in **R4.01** above to ninety-five (95) hours flight time or one hundred and eighty-four (184) hours of duty time, however:
- (a) Any hours in excess of ninety (90) hours, or one hundred and seventy-six (176) hours of duty time, will be on a voluntary basis.
 - (b) Any Cabin Personnel that have reached ninety-five (95) hours or one hundred and eighty-four (184) hours of duty time will be released from further duty until beginning of the following month.
- R4.03** Any time in excess of eighty-five (85) flying hours, or one hundred and sixty-eight (168) duty hours, in any month shall be paid at time and one half. Time and one half will be calculated according to Article 23 - Rates of Pay.
- R4.04** The Company will keep an accurate record of Cabin Personnel's flight time. Such record will be posted in the crew room by the end of the following month. Flight times will be posted in the crew room on or about the twentieth (20th) of the current month. A copy will be sent to the JBC. After the flight times have been posted, Cabin Personnel who have calculated an overprojection of their monthly maximums may provide Crew Scheduling with a Written request to review their hours. A copy of this request must be accompanied by their own calculations. Crew Scheduling will respond to the Cabin Personnel within three regular office days.
- R4.05** When an employee is absent for part of a month, the Company will prorate the employee's monthly schedule (i.e., LOA for 1-15 the remaining month work would be 42:30 hours and minimum 5 days).
- R4.06** The maximum scheduled duty period will not exceed:
- a) Fourteen (14) consecutive hours;
 - b) In the event of irregular operations, this may be extended to fifteen (15) hours. It is recognized that there may be occasions when fifteen (15) hours may be exceeded, in such cases this will be left to the discretion of the Cabin Personnel.

- c) During training, the duty period will not exceed twelve (12) hours.
- 06.01 **Once** the duty period is projected by the Company to exceed the above limitations, the Company will designate the city in which the Cabin Personnel will take their crew rest. Their off-duty time must be within the above limitations. Upon completion of their crew rest, Cabin Personnel will be subject to reassignment.

07 Legal Rest Periods

- a) Rest periods at home base will be a minimum of eleven (11) hours between duty periods. After operating a pairing of thirteen (13) hours of duty or more that returns to home base, the crew rest shall be thirteen (13) hours except continuous duties shall be exempt.
 - b) Rest periods away from home base will be a minimum of nine (9) hours and fifteen (15) minutes between duty periods.
- 08 a) Cabin Personnel will be given a minimum of ten (10) days off each month.
- b) Cabin Personnel who hold a full reserve block will be scheduled a minimum twelve (12) days off each month. Phase-in flying will not be counted against a reserve block.
- 09 a) If due to the requirements of the service it becomes necessary to have Cabin Personnel work on a scheduled day(s) off, Crew Scheduling will place the most junior qualified Cabin Personnel on standby for the flight(s), where time permits, Crew Scheduling will then offer this flying in order of seniority. If after one (1) hour no Cabin Personnel accepts the flight, Crew Scheduling will assign the flight to or release the person placed on standby. Cabin Personnel so affected must advise the Company in writing within twenty-four (24) hours of the replacement period chosen. If the replacement of days off is chosen but cannot be granted within the same month, such day(s) will be banked, to be taken at a later date that is mutually agreed between the employee and the Company or Cabin Personnel may choose the monetary value (pay) of a day owed of 4:15 hours at straight time rate of pay.

It is further agreed that the Union will be provided with the monthly list of the Cabin Personnel who are assigned flights on days off. At the request of the Union, the JBC will meet to discuss the number of and the reasons for these assignments, and mutually agree on the corrective measures when required.

- b) The Cabin Personnel working on a day(s) off will receive straight time pay for either the flying time or duty time, whichever is greater. There will be no pyramiding of hours in calculation of the monthly time.

- c) The Company shall publish monthly a list of days owed.
- d) Cabin Personnel placed on standby duty, on a day **off**, will be paid for one hour at straight time duty rate if he/she is not used.
- e) Cabin Personnel assigned to training or pairing on a day **off** will complete actual duty time and will not revert to reserve.

R4.10 Overlapping Duty Day:

If a Cabin Personnel duty period extends into any day **off** by two (2) or more hours, the employee will have the day **off** replaced. Cabin Personnel so affected must advise the Company in writing within twenty-four (24) hours of the replacement period chosen. The replacement of days **off** cannot be granted within the same month, such days will be banked, to be taken at a later date that is mutually agreed between the employee and the Company or Cabin Personnel may choose the monetary value (pay) of a day owed of 4 hours at straight time rate of pay.

R4.11 Overprojection

- a) **Dropped Flying**
Where an employee is projected to exceed the maximum monthly limitation, outlined in **R4.01**, as a result of additional flying performed during that month he/she may request to drop a pairing or a portion of pairing, subject to the requirements of service. Crew Scheduling will advise the Cabin Personnel of the possibility exists that he/she may have to drop a pairing or portion of a pairing before month end. The Cabin Personnel will advise Crew Scheduling that they would first like to drop flying and they will advise Crew Scheduling in writing pairing or portion of pairings that they would like Crew Scheduling to consider dropping. Crew Scheduling will advise the Cabin Personnel of the pairing portion of pairings to be dropped at least twenty-four (24) hours prior.
- b) **Voluntary Drop**
Any Cabin Personnel who has reached ninety (90) hours or one hundred and seventy-six (176) hours of duty time as outlined in **4.02** (a) has the right to drop the last pairing(s) or portion of pairing(s) in that month to the extent required. A minimum of forty-eight (48) hours notice is to be given to the Crew Scheduling Office.

R4.12 The maximum number of consecutive scheduled working days shall not exceed six (6) days.

- 13 The maximum number of scheduled landings in any duty period will be seven (7). In cases where the Company desires to exceed seven (7) scheduled landings, the normal duty day will be reduced by one (1) hour per landing in excess of seven (7). In no case will the maximum number of landings in any duty day exceed ten (10) landings. In case of irregular operations where the duty day extends to fifteen (15) hours, the duty day will be reduced by one (1) hour per landing in excess of seven (7).

EXAMPLE:

	NORMAL		IRREG. OPS
LDG.	DUTY DAY	LDG.	DUTY DAY
7	14	7	15
8	13	8	14
9	12	9	13
10	11	10	12

It is understood that should nine (9) landing duty days become a frequent occurrence, the Union will request a meeting of the JBC to discuss the number of and the reason for these pairing(s), and mutually agree on corrective measures where required.

A multi-day pairing will not be planned for more than an average of seven (7) landings per day, except for irregular operations. If a deadhead is required, it will be counted as one landing (i.e., YHZ to YSJ to YUL = one landing).

- 14 Report time for a duty period at home or away from home base may be changed if Cabin Personnel are contacted prior to coming on duty. However, Cabin Personnel shall make themselves available at their normal point of contact between one and one half (1 1/2) hours and two (2) hours before duty time to receive this call. Otherwise it is the responsibility of the Cabin Personnel to contact the Crew Scheduling Office/Operations Office between the above hours.

R5 CREDITS

R5.01 When a Cabin Personnel's schedule on a normal work day (not including a reserve) is changed, then the Cabin Personnel will be paid the straight time hourly rate for flying hours rescheduled in excess of the hours originally scheduled as per Article R4.03. This will not result in any pyramiding of overtime.

The calculation will be made on actual flying hours. Extra duty time as a result of delay or disruption of a normal scheduled pairing, will not be included in this compensation.

R5.02 Cabin Personnel will receive a minimum flight time credit of 1/20th per day of maximum monthly limitation for each of the following:

- a) Vacation;
- b) **MOT** recurrent training;
- c) Company training;
- d) Days owed;
- e) Non-flying work days requested by the Company;
- f) Union days for which CUPE will be invoiced. These hours shall not be accumulated for overtime purposes.

A flight time credit of 1/30th per day of the maximum monthly limitation will be given for each of the following:

- a) Sick time;
- b) Reserve;
- c) Public Relations Assignments when on reserve.

R5.03 ~~Deadhead~~ - Where required to deadhead a flight, Cabin Personnel will be credited with one half (1/2) of the actual flight time or one third (1/3) of actual ground transportation time involved.

R5.04 All of the credits outlined above will be applicable towards the maximum monthly limitations.

R5.05 Where the calendar month changes during a flight, the full time will be credited for the date on which the Cabin Personnel began his/her flight.

R5.06 When there is a time change during a duty period (Daylight Savings vs Standard or vice versa) such duty period will be based on actual duty hours.

OPEN FLIGHTS/PAIRINGS - ASSIGN

- 01 When a booked-off employee books on prior to departure and the pairing has been assigned, Crew Scheduling must attempt to contact the replacement Cabin Personnel twice during the day. At least one of these calls must be between 1700 and 1800 if applicable. If Crew Scheduling contacts the replacement Cabin Personnel, they will revert to their original status. If Crew Scheduling cannot make contact then the Cabin Personnel booking on will be placed on reserve.
- 02 Open pairing(s) will be awarded in the following order:
- 1) **Reassignment**
To Cabin Personnel subject to Article R7.
 - 2) **Reserve**
To Cabin Personnel on reserve status as per Article R8.
 - 3) **Open Flying Award**
 - a) Cabin Personnel who wish to bid for open flight(s) or pairing(s) must write his/her name or have the scheduler write his/her name in the Open Flying Register.
 - b) An open flight(s) or pairing(s) will be awarded to the most senior Cabin Personnel who is available for the entire sequence and who is legal in all respects.
- 03 **Errors**
- 03.01 In the specific case of double blocking, the senior Cabin Personnel, within the classification, will be given the choice of operating the flight or being subject to reassignment.
- 03.02 Where a reserve Cabin Personnel is assigned to operate a flight or pairing that is already covered, the originally scheduled Cabin Personnel will operate the flight or pairing. The other Cabin Personnel will revert back to their original status.

R7 REASSIGNMENT

R7.01 Cabin Personnel who lose a flight(s) or pairing(s) as a result of irregular operations to cancellation, consolidation, misconnection, substitution or insufficient crew rest (as Article R4.07) or duty period limitations will be subject to reassignment and will assigned to any open flight(s) or pairing(s) in accordance with the following:

R7.02 General

- a) Where a multi-day reassignment is involved, the last day in his/her pairing r only be reassigned to operate two (2) hours outside their initially scheduled period. Any other day within, shall be subject to reserve.

Notwithstanding the above, a Cabin Personnel returning to home base may extended past the two hours. Any hours in excess of these two hours will paid the straight time hourly rate for flying hours or duty hours whichever is greater. Hours paid for in this manner will be deducted from the total fly hours at month end and will not be included in overtime calculations.

EXAMPLE #1

85:00	Scheduled flying hours
+ 2:00	Extended flying hours
- 3:00	Flight is cancelled on the 30th
84:00	Total flying time for the month

Cabin Personnel would be paid for two (2) extra hours at 1/85th rate of pay

EXAMPLE #2

85:00	Scheduled flying hours
+ 2:00	Extended flying hours
+ 6:00	Block growth
93:00	Total flying hours for month

Cabin Personnel would be paid for:

6 hours at 1 1/2 (85:00 - 91:00)
2 hours at 1/85 extended flying

- b) When reassigning, Crew Scheduling will take into consideration the Cal Personnel's initial block.
- c) Flight(s) or pairing(s) will be offered in order of seniority to all Cabin Person subject to reassignment and classification.

- d) Reassignment after the 20th of the month, as per R4.04 (Overprojection) or the last pairing, whichever is earlier, will not cause an overprojection as outlined in R4.01, unless it can be cleared before the end of the month or unless Cabin Personnel are returning to home base.

Notwithstanding the above, should the Cabin Personnel wish to work the overprojected pairing, it must be by mutual agreement between the Cabin Personnel and the Company, however limitations as outlined in R4.02(b) cannot be exceeded.

- e) When a Cabin Personnel is scheduled to deadhead, he/she may be required to operate a flight, providing he/she is legal in all respects. Such reassignment will be offered in order of seniority within his/her classification. Cabin Personnel will be credited for the actual flying/duty time.
- 3) If a Cabin Personnel is displaced from a pairing(s), the Cabin Personnel may be placed on reserve for the period of that pairing(s) or be reassigned at the Company's discretion to a pairing that falls within the original pairing plus two (2) hours and providing the reassigned pairing does not interfere with the continuance of the remainder of his/her block. However, if the crew rest for the original pairing was to be taken at the Cabin Personnel's base and the crew rest for the new pairing is outside the Cabin Personnel's base, reassignment may only be with the Cabin Personnel's consent. (Such consent is not required if the flight(s) would otherwise have to be cancelled. In such cases the Cabin Personnel will be credited with the flight and duty times for the original or reassigned pairing whichever is greater.)
- 4) If a pairing or portion thereof is cancelled the Cabin Personnel may be reassigned to another flight(s), be placed on reserve for the period of that pairing or portion thereof or released from duty. In such cases a Cabin Personnel will be credited with the flight and duty times for the original or reassigned pairing whichever is greater. If the reassignment interferes with the continuance of the remainder of the Cabin Personnel's block, the Cabin Personnel shall receive credit for the flight and duty time for the portion of his/her originally scheduled block that is missed as a result of the reassignment.

In the case where the Cabin Personnel is not reassigned or placed on reserve he/she shall not receive any credit for the cancelled pairing or portion thereof.

Notwithstanding the above, Cabin Personnel scheduled for night pairings (i.e., charters or continuous duties) may be reassigned to reserve due to the reasons stated in R7.01. In this event the Cabin Personnel will choose which day or days will be subject to reserve. It is understood that one reserve day ("A" or "B" reserve) will be assigned for each scheduled period.

In the case of multi-day continuous duties where only the last portion is to be reassigned the Cabin Personnel may be placed on reserve during that initial period. However, Cabin Personnel will not be required to work outside the hours originally scheduled

- R7.05 a)** At home base a Cabin Personnel shall be released from all duty upon completion of his/her original scheduled pairing or his/her reassigned pairing in 7.02 & 7.03 above. Away from home base a Cabin Personnel's pairing may be extended provided the extended pairing does not interfere with the continuance of the remainder of his block.
- b) Notwithstanding (a) above, in order to prevent the cancellation or delay beyond thirty (30) minutes of a flight(s), a Cabin Personnel returning to home base may have his/her pairing extended and a Cabin Personnel away from home base may have his/her pairing extended such that the extension interferes with the continuance of the remainder of his/her block. In either case, if the extension interferes with the continuance of the remainder of his/her block, a Cabin Personnel shall receive credit for the flight and duty times for the portion of his/her originally scheduled block that is missed as a result of extension.

RESERVE

- 1 Reserve duty shall consist of either one, but not both, of **two (2)** reserve periods scheduled **as** follows:

"A" from 0430 to 1930
"B" from 1100 to 0200

The scheduled times of the "A" and "B" reserve duty periods may be changed by agreement between the Company and the Union.

- a) All Reserve Cabin Personnel will be considered **to** be on "A" reserve.
 - b) Cabin Personnel wishing to be assigned "B" reserve will **advise** Crew Scheduling no later than 1600 hours the **day** before. Crew Scheduling will award its requirement of "B" reserve duty periods in order of seniority to those Cabin Personnel having requested it by 2000 hours the day before. If an insufficient number of Cabin Personnel request "B" reserve, then Crew Scheduling will **assign** "B" reserve in reverse order of seniority no later than 2000 **hours** the day before.
 - c) In the event that all "B" reserve **has** been used and if the Company contacts the Cabin Personnel prior **to** 1500LT the "A" reserve **blockholders** can be extended by **two** hours.
 - d) Duty periods of four **(4)** hours or more commencing after 1830 hours will be assigned to "B" reserve, provided there are "B" reserves available, having the required number of reserve days or more in the **case** of a multi-day pairing.
- 2 Cabin Personnel shall be considered on call at all times during **his/her** reserve duty period and must give Crew Scheduling a current point of contact (telephone number or a pager number).
- 3 a) Cabin Personnel on **reserve status** will be assigned flight(s) and **pairing(s)** in accordance **with** Article R6.02.
 - b) **No** Cabin Personnel will be assigned flight(s) or **pairing(s)** outside their classification until all reserves **who** have the required number of reserve days or more available, have been **used** in their classification.
- 04 If the Company **is** unable **to** contact the Cabin Personnel on the **first** attempt, another call will be made **fifteen (15)** minutes later.
- 05 Cabin Personnel on reserve will be offered flight(s)/pairing(s) in order of seniority according **to** those legal to operate the flight(s)/pairing(s) and consistent with the number

of reserve days available (see example). In the case where a flight is in jeopardy of being delayed, the crew scheduler will assign the most appropriate Cabin Personnel.

EXAMPLE: Pairing available: 45, 45B

C/P #1: R,R
C/P #2: R,R
C/P #3: R,R,R
C/P #4: R,R,R,R

Solution: C/P #1 and C/P #2 only would be offered the 2 day pairing.

- R8.06** Crew Scheduling shall make every effort to assign and advise reserve Cabin Personnel as far in advance as practical so that the Cabin Personnel may rearrange his/her schedule. This is especially important in the case of duty periods exceeding ten (10) hours and/or commencing after 1700 hours, in which case Crew Scheduling will endeavour to give at least twenty-four (24) hours advance notice. In any event, Crew Scheduling shall assign by 1930 hours each day all known duty commencing the next day.
- R8.07** As soon as a reserve Cabin Personnel is assigned to a flight(s)/pairing(s), he/she will be released from reserve duty.
- R8.08** No Cabin Personnel will be called on a reserve day immediately preceding day(s) of he/she cannot be scheduled to return to home base prior to 0200 hours of the scheduled day(s) off, unless there is no other reserve Cabin Personnel who can be assigned to that flight(s) or pairing(s).
- R8.09** During call out the Cabin Personnel may be required to remain available up to two hours after termination of the initial assignment. During this time the Company may reassign the Cabin Personnel up to the balance of the normal duty day (as per Article 4.06)
- R8.10** Cabin Personnel on reserve will be given as much notice as possible to report for duty and shall make every effort to report for duty within one hour or as soon as possible. However, no Cabin Personnel shall be subject to discipline if he/she is not able to report in less than one hour and thirty minutes (1:30) of receipt of notice.
- R8.11** Left blank intentionally.
- R8.12** Should the Company desire to use Cabin Personnel on reserve status to perform public relations assignments, such Cabin Personnel will be offered the opportunity in order of seniority.

GENERAL

1 Trip Exchanges

- a) For the purposes of this Article trip exchange will include flights, reserve days, pairings, **days off** or block segments.
 - b) Cabin Personnel will be allowed to trip exchange with other Cabin Personnel in the same classification. Inflight Co-ordinators holding a Flight Attendant pairing will be allowed to switch within either classification.
 - c) Cabin Personnel wishing to exchange trips will put their request in writing to the Crew Scheduling department four **(4) days** prior to the exchange. (Crew Scheduling may waive the four ~~day~~ time limit.) A response to the request will be given within forty-eight **(48)** hours.
 - d) Once a pairing is exchanged, it becomes part of the Cabin Personnel's block, except for flying times. Cabin Personnel will be credited as per their original awarded block pairing.
 - e) Cabin Personnel may exchange trips which will place them below the minimum ten **(10) days** off. However, in no case will Cabin Personnel have less than four **(4)** days off in any sixteen **(16)** ~~day~~ consecutive period.
 - f) Requests that break up consecutive ~~reserve~~ days may be refused if such exchange results in lower quality reserve coverage.
- 22 A list of flight attendants operating flights as inflight co-ordinators or inflight co-ordinators operating as flight attendants will be provided to the Union by the end of the following month.
- 23 On an aircraft where two **(2)** or more Cabin Personnel are required, an inflight co-ordinator position will be included. Where no inflight co-ordinator has been assigned to a flight, the position will be offered in order of seniority with the ~~most~~ junior flight attendant with not less than six **(6)** months of service having to accept the temporary assignment.



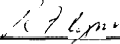
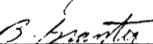

LETTER OF AGREEMENT 1
between
AIR NOVA INC,
and the
AIRLINE DIVISION OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4037

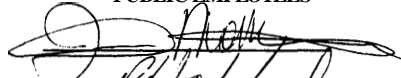
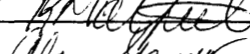
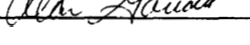
Subject to the approval of the benefit insurance carrier, a Cabin Personnel who is laid off s have the option of choosing to maintain the Group Health Benefits normally covered by pay deduction (with the exception of weekly indemnity and long-term disability benefits) for a maximum of **six (6)** months from date of layoff. The employee must provide the Pay Department with postdated cheques representing the full amount of the premiums.

IN WITNESS **HEREOF**, the parties hereto have signed this Letter of Understanding this 22 day of MARCH, 1994.

For: AIR NOVA INC.

For: AIRLINE DIVISION OF
CANADIAN UNION OF
PUBLIC EMPLOYEES

LETTER OF AGREEMENT 2
between
AIR NOVA INC.
and the
AIRLINE DIVISION OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4037
REGISTERED RETIREMENT SAVINGS PLAN

- L1.01 It is agreed that all Cabin Personnel covered by the Collective Agreement and upon completion of their probationary period will be eligible for participation in a Registered Retirement Savings Plan as arranged by the Company and hereinafter referred to as the "Plan" and subject to the terms and conditions of the Plan.
- L1.02 Participation in the Plan by employees is voluntary. Contributions will be matched by the Company up to five (5) percent of basic wages to an annual maximum of \$3,150.00 per Cabin Personnel.
- L1.03 This arrangement for the Plan will continue for the duration of the Collective Agreement. Notwithstanding, however, this arrangement may be reviewed under one of the following circumstances:
- 1) The introduction of new pension legislation having an effect upon employment relations of Air Nova Inc.;
 - 2) A decision by the Company to change to an alternative employee pension/retirement vehicle.

In the event of either occurrence as outlined above in points L1.03 (1) or L1.03 (2), the Company will provide written notice to the Union thirty (30) days prior to the intended introduction. Following the provisions of notice the Company will set up meetings with the Union so as to obtain Union input regarding the application and administration of the Plan. The Pension Plan shall be deemed to be in lieu of the Registered Retirement Savings Plan and shall not have the effect of decreasing the Company's funding obligation, or decreasing the current level of benefits provided.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 22 day of MARCH, 1994.

LETTER OF UNDERSTANDING 2
between
AIR NOVA INC.
and the
AIRLINE DIVISION OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4037
REGISTERED ██████████ SAVINGS PLAN

For: AIR NOVA INC.

For: AIRLINE DIVISION OF
CANADIAN UNION OF
PUBLIC EMPLOYEES

Alan Landry
William W. [unclear]
B. [unclear]
B. [unclear]
Kimberly S. McEwen

[Signature]
[Signature]
Alan Landry

22th DAY OF
MARCH, 1994

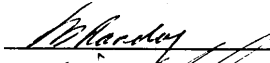
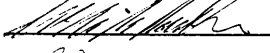
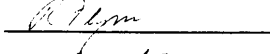
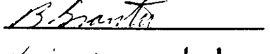
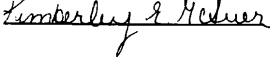
LETTER OF AGREEMENT 3
between
AIR NOVA INC.
and the
AIRLINE DIVISION OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4037




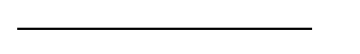

Air Nova recognizes that employees originally hired with a one language facility will not be restricted from the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 22 day of MARCH, 1994.

For: AIR NOVA INC.

For: AIRLINE DIVISION OF
CANADIAN UNION OF
PUBLIC EMPLOYEES

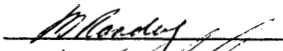
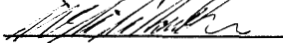
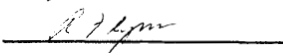
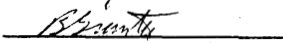
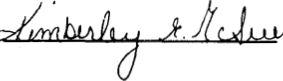






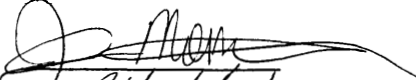

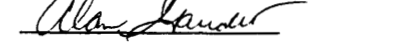
LETTER OF AGREEMENT 4
between
AIR NOVA INC.
and the
AIRLINE DIVISION OF
CANADIAN UNION OF PUBLIC EMPLOYEES

The Company and the Union agree that within two (2) months of the signing of this Collective Agreement, they will meet to discuss the issue of a block sharing system.

For: AIR NOVA INC.

For: AIRLINE DIVISION OF
CANADIAN UNION OF
PUBLIC EMPLOYEES

MARCH 22, 1994