

**COLLECTIVE AGREEMENT**

(Flight Attendants)

**BETWEEN**

AIR INUIT LTD.  
547 Meloche Avenue  
Dorval, Québec  
H9P 2W2

(Hereinafter referred to as the “Company”)

OF THE FIRST PART

**AND:**

TEAMSTERS LOCAL 1999  
AERONAUTICS DIVISION  
9393 Edison Street  
Suite 100  
Ville d’Anjou, Québec  
H1J 1T4

(Hereinafter referred to as the “Union”)

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**PREAMBLE**

AIR Inuit Ltée, an entirely detained subsidiary by the Society Makivik, has been founded by a special decree of the National Assembly following the signature of the « Convention of the Bay James and the Northern Quebec » whose objective was to

strongly encourage the hiring as far as possible, of the Inuits residents of the Nunavik in accordance with the spirit and the intention of the Convention. The priority is granted to the beneficiary Inuits of the region of Nunavik. However, Air Inuit Ltée won't hire or won't continue to use a person merely because she is descended of a group nominee. The hiring must be always based on the fact that the employee is, or is in measure to become, productive and to actively contribute to the growth of the Society.

The « Policies and procedures manual to the intention of the employees of Air INUIT LTD » establishes conditions of work to which the Company and the employees must conform themselves. However in case of conflict between these aforesaid and those contained to the present, those contained to the present prevail.

Also, ACCOUNT HELD OF WHAT PRECEDES AND WEREAS THAT the Company and the Union cooperate to encourage the efficiency and the full output of operations, to maintain harmonious relations between the Company and the Flight Attendants of the unit of negotiation to establish a method that permits to settle in an amicable manner disputes that can emerge and to establish conditions of work to which the Company and the Flight Attendants of the unit of negotiation must conform himself. In this goal parts agree as follows:

**SECTION 1:**  
**JURISDICTION AND SCOPE OF THE AGREEMENT**

1.01 According to the certificate of union recognition issued by the Canada Labor Relations Board, the Company recognizes the Union as the sole bargaining agent for the purpose of negotiating working conditions for the Flight Attendants, as hereinafter defined.

1.02 a) All fixed-wing aircraft operated by Air Inuit Ltd. "for flights requiring the presence of Transport Canada certified Flight Attendants, that is, passengers or combi, including extra-section flights, charter flights, ferry flights, positioning flights and all other flights for which the Company is the carrier, and ail flights listed in a published flight schedule, either with aircraft owned by Air Inuit Ltd. or dry leased, shall be operated by the Flight Attendants whose names appear on the seniority list of Air Inuit Ltd. Flight Attendants. Ail these flights shall be considered as work belonging to the bargaining unit for which the Union is certified as bargaining agent.

However, in the event that no qualified personnel are available among the Flight Attendants, the Company reserves the right to recruit qualified personnel from outside the bargaining unit on a temporary basis; either on a temporary basis as employees or on a contractual basis if no employees are available.

Flight attendants required as employees on a temporary basis shall pay union dues.

The Company shall pay to the Union an equivalent of union dues (Level 1) for flight attendants engaged on a contractual basis.

b) Notwithstanding the above, the Company may:

i) Wet lease one aircraft or more on a temporary basis, provided that such leases are necessary because of circumstances beyond the Company's control (such as bad weather, mechanical failure, acts of God), or to develop new services, provided however that such leases do not exceed thirty (30) days or such longer period with the consent of the Union;

ii) subcontract to another carrier a charter flight for which the Company does not have the available Equipment to operate such flight.

iii) subcontract to another carrier certain flights for which the Company does not have the Equipment, provided that Flight Attendants are not laid off as a result and that such subcontracts are granted for a limited period of time. In such case, the Company and the Union shall meet to discuss the applicable conditions.

1.03 The Union recognizes that the Company has the exclusive right to direct and manage its Company, business resources and employees, subject to the provisions of this Collective Agreement.

1.04 The Union recognizes that the Company is a wholly-owned subsidiary of Makivik Corporation which was created by Special Act of the National Assembly pursuant to the James Bay and Northern Québec Agreement (the "JBNQA») and that the spirit and intent of the JBNQA relative to the promotion of Inuit employment has been applied in the negotiation of this Agreement and shall be applied in its interpretation.

1.05 Neither the Company nor the Union shall discriminate, in any way against any Flight Attendant because of race, religion, sexual orientation, beliefs, color, nationality or union allegiance or non allegiance. However, it is the Company's and the Union's mutual objective to promote the employment of Inuit Flight Attendants.

## **SECTION 2: DEFINITIONS**

2.01 For the purpose of this agreement, the following words shall mean:

a) **FLIGHT ATTENDANT** shall mean a Flight Attendant employed by the Company who perform at the landing locations and in flight the task described by the Company.

b) **FLIGHT OPERATIONS**

i) Domestic flight mean's any day or night, scheduled or non scheduled Flight, transporting passengers, express courier or cargo, or operating ferry flights, with commercial aircraft registered in Canada or approved by Transport Canada and which cannot be considered as international or overseas operations.

ii) International flight means any flight, as described above, which is operated entirely or partially outside Canada.

c) **FLIGHT TIME** shall mean the total time from the moment the aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.

d) **DAY** shall mean a 24-hour period from midnight to midnight.

e) **YEAR/ROTATIONAL YEAR** shall mean a consecutive period of three hundred and sixty-four (364) calendar days commencing on the date this Agreement takes force and effect.

f) **JOB VACANCY** shall mean any position left vacant by a Flight Attendant.

g) **HOME BASE** shall mean the station where a Flight Attendant resides or a group of Flight Attendants assigned to that station reside on a permanent basis from which company flights are operated.

h) **PROBATIONARY PERIOD** shall mean the assessment period for a Flight Attendant as per section 14 of the Collective Agreement.

i) **EQUIPMENT** shall mean any aircraft owned and/or operated by the Company to transport passengers and cargo for the purpose of operating as air carrier, whatever the type or classification of such aircraft.

j) **RESERVE DAY** shall mean that calendar day during which a reserve period shall occur.

k) **SCHEDULED FLIGHT** shall mean any flight published by the Company.

l) **NON-SCHEDULED AND CONTRACT FLIGHT** shall mean any flight not included in the definition of a Scheduled Flight.

m) **REST PERIODS** shall mean any continual rest period as defined in CARS at or

away from Home Base.

n) **SENIORITY** shall mean seniority which shall begin to accrue as of the last date of hiring of the employee as a Flight Attendant.

o) **CHARTER FLIGHT** shall mean any flight performed on a wet lease basis for the account of a chartered and for which payment is agreed according to a schedule of prices other than a rate per unit.

p) **ROTATIONAL FLIGHT ATTENDANT** shall mean a Flight Attendant who works on a rotational basis;

q) **NON-ROTATIONAL FLIGHT ATTENDANT** shall mean a Flight Attendant other than a Rotational Flight Attendant.

r) **SUPERVISORY POSITION** shall mean a certified Flight Attendant who transmits to the others Flight Attendants the rules as described in the Flight Attendants manual. When a vacancy occurred, this position is posted and the salary is stated in this convention.

s) **NON-FLYING POSITION** shall mean a position in the Company that does not require the person holding the position to be a Certified Flight Attendant.

t) **NORTHERN OPERATIONS CONTRACTS** the Parties agree that all flights made by the Company pursuant to the contract between the Company and Hydro-Québec or any similar contract with an other Company without any Equipment of Air Inuit Ltd or lease by Air Inuit Ltd and all the flights for Raglan Mining Society between Rouyn/Val d'Or/Quebec and Montreal and also the location of the mine Katinnik of Raglan Mining Society of Quebec shall not be considered as a flight within the jurisdiction of this collective agreement.

u) **WET LEASE** shall mean a charter.

v) **NUNAVIK** shall mean that area of the Province of Québec north of the 55th parallel.

w) **NUNAVIK BASE** shall mean a base of operations in any of the villages in Nunavik.

x) **INUIT** shall mean a person registered, or having the right to be registered as an Inuit Beneficiary in accordance with the Act Respecting the Cree, Inuit and Naskapi Native Persons, R.S.Q., c.A-33. 1.

y) **ROTATIONAL DAY** shall mean a day during which a Rotational Flight Attendant is available to work on a rotational schedule.

z) **NON-ROTATIONAL DAY** shall mean a day other than a Rotational Day.

zz) **TEMPORARY FLIGHT ATTENDANT** shall mean an employee hired to replaced on temporary base. Such temporary Flight Attendant shall be certified and shall be called for work according his rank on the temporary flight Attendants list. The wages of a temporary Flight Attendant will always be equal to the salary indicated in that collective agreement.

2.02 In this Agreement, unless there is something in the subject-matter or context inconsistent therewith:

a) Words in the singular number include the plural and such words shall be construed as if the plural had been used;

b) Words in the plural include the singular and such words shall be construed as if the singular had been used; and

c) Words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

### **SECTION 3: COOPERATION**

3.01 The Union agrees that neither it nor its members shall cause, help, encourage or take part in a strike, slowdown, work stoppage or picket line on or in front of the Company's property or elsewhere for any reason during the term of this Agreement.

3.02 The Company agrees that there shall be no lockout during the term of this Collective Agreement.

3.03 Posting of union meeting notices or other notices with regard to the Union shall be allowed on bulletin boards provided to that effect by the Company, providing such notices are in compliance with the Company policies and provided also they are signed by a Union Representative authorized to do so. Except for meeting notices, all other notices shall first be sent to the Director of Human Resources who reserves the right to authorize the posting or not (this authorization shall not be unjustly refused).

3.04 Any notice, document or other communication required or permitted to



be given hereunder shall be in writing and shall be sufficiently given if sent by prepaid registered mail from a post office in Canada addressed in the case of the Union to:

TEAMSTERS QUEBEC, LOCAL 1999, AERONAUTICS DIVISION  
9393 Edison, Suite 100  
Ville d'Anjou (Québec) H1J 1T4  
Telephone: (514) 355-1110  
Telephone: 1-800-361-4781  
Fax: (514) 493-6679  
Email info@teamsters1999.com  
Email SStJean@teamsters1999.com

And, in the case of the Company to:

AIR INUIT LTD.  
547 Meloche Avenue  
Dorval (Québec) H9P 2W2  
Attention: Direction of Operations  
Telephone: (514) 636-9445  
Fax: (514) 636-8916  
Email nnoel@airinuit.com  
Email htremblay@airinuit.com

Or if delivered by hand or sent by fax at such addresses.

Each of the foregoing shall be entitled to, specify a different address by giving written notice as aforesaid to the other.

Any such notice, if mailed, shall be deemed to have been given on the third business day following such mailing, or if delivered by hand or sent by fax, shall be deemed to have been given on the day of delivery or dispatch if a business day or if not a business day, on the business day next following the day of delivery.

3.05 The Company agrees to pay for transportation costs of any crew member on duty away from his Home Base or, in the case of Rotational Flight Attendants, away from Montreal, because of an operational disruption occurring during the term of this Collective Agreement or its renewal, except if such disruption is caused by an act or omission which contravenes the provisions of section 3.01 or, except if it is caused by the Unions or its members' acts or actions described in section 3.01, after the expiration of this Collective Agreement or its renewal.

3.06 The Company shall cause the printing and translation of this Collective Agreement in French, English and Inuktituk at its cost and any Flight Attendant covered by this Agreement shall receive a copy within thirty (30) days following its

signature in the language of his choice. The English version shall be the official version.

#### **SECTION 4. UNION SECURITY**

4.01 Any Flight Attendant shall, as a condition of continued employment, agree to sign the payroll deduction form for the purpose of union dues deduction (See Annex C). This form is provided by the Union and given to the Flight Attendant by the Company. Union dues shall be deducted as of the Flight Attendant's first pay cheque after the coming into effect of this Collective Agreement.

4.02 The Company shall deduct from the pay cheque of each Flight Attendant, every pay period, the amount owed to the Union for union dues, and on the second pay period of the month the amount owed for initiation fees, where applicable, and/or any other special or occasional deduction requested by the Union. In the event of an error, the Company shall not be responsible financially or otherwise, either to the Union or to any Flight Attendant for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent deduction and remittance. The Company's liability for any and all amounts deducted pursuant to the provision of this section shall terminate at the time it remits payment to the Union.

4.03 The Union shall advise the Company of the amount of union dues, initiation fees and/or any deduction determined by the Union, and the Company shall remit the amounts so deducted to the authorized Union Representative before the fifteenth (15th) day of the month following the month during which said deductions were made, along with a list of all the Flight Attendants.

4.04 Only payroll deductions now or hereafter required by law and deductions of monies due to the Company shall be made from wages prior to the deduction of dues.

4.05 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payroll made or to be made by the Company pursuant to this section of this Agreement, all 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 from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payroll.

4.06 In the event of a labor dispute within the Company, the Company and the Union shall meet and try to agree on the appropriate measures to be taken in order to ensure the safety of the Flight Attendants, their belongings and the Company's property.

## **SECTION 5: REPRESENTATION**

5.01 In this Agreement, the term "Certified Representative" shall mean the Flight Attendant or the business agent from Local 1999 (hereinafter the "Business Agent") who is a member of the committees described in section 5:02.

5.02 For the purpose of applying the Collective Agreement, the following three (3) committees shall be established:

- Grievance committee
- Negotiations committee
- Joint Company-Union committee

The joint Company-Union committee shall meet every three (3) months.

5.03 For the purpose of applying this Collective Agreement and, as much as possible, the same Flight Attendant members shall be named by the Union to sit on each of the three (3) committees described in section 5.02.

5.04 Two (2) Flight Attendants members of the committees described in section 5.02 shall not lose any salary as a result of attending at committee meetings of the committees described in section 5.02, including negotiation committee meetings to conclude the present Collective Agreement. Committee meetings shall be scheduled, as needed, and when convenient for both parties. In the event that such a committee meeting coincides with a monthly day off or any other day off of the Flight Attendants committee members, the Company shall pay the Flight Attendants committee members the salary that they normally earned and the overtime if applicable.

5.05 a) With the agreement of the Chief Flight Attendant, a leave of absence without pay shall be granted for union activities to the officers of the section. A written request shall be submitted ten (10) days in advance.

b) When necessary, the Company shall provide complementary traveling passes on its flights to committee members in order for them to attend at meetings of the committees described in section 5.02, subject to available space on such flights.

c) Upon a written request of at least fifteen (15) days, the Company will provide a pass on his flight to the Business Agent of the Union to meet the Flight Attendants at Company bases located outside Montreal.

5.06 Every time a new Flight Attendant is hired, he must be presented to one of the Union delegate. At all initial training and to every yearly training session, the Union delegate shall have the opportunity to meet the Flight Attendants for two

(2) hours on the working time.

## **SECTION 6: TRANSFER TO A SURVEILLANCE POSITION OR A NON-FLYING POSITION**

6.01 A Flight Attendant transferred to a Function of Surveillance will keep his seniority and will continue to accumulate his seniority for a maximal period of six (6) month, after what he won't have any right within the union accreditation.

6.02 Any Flight Attendant in a Non-Flying Position and eligible, in accordance with sub-sections 6.01, who returns to his line Flight Attendant status, shall be able to exercise his seniority right and bump any junior Flight Attendant.

6.03 The Chief Flight Attendant shall be able to perform Flight Attendant duties in the following cases:

- a) For training purposes;
- b) To ensure on-time departure;
- c) When no other Flight Attendant is available or refuses to work overtime.

6.04 The parties agree that, except when he has been dismissed for cause, a Flight Attendant transferred to a Non-Flying Position, who wishes to return to a line function, shall be able to exercise his seniority in accordance with sub-section 6.02.

## **SECTION 7: SENIORITY**

7.01 Subject to sections 1.02 and 6.04, only those Flight Attendants, whose names appear on the seniority list as described in section 7.05, shall be authorized to fly on an aircraft of the Company.

7.02 a) Seniority standing of any newly-hired Flight Attendant shall be the date he is designated and paid as a Flight Attendant, and this, at the beginning of the initial flight training period exclusive of Ground Training.

b) If two (2) Flight Attendants or more are designated as such at the same date, their seniority standing shall be determined according to their results obtained at the end of their initial training and their experience.

c) The seniority of a Flight Attendant shall be calculated as of his last hiring date as a Flight Attendant. Flight Attendants shall not accumulate seniority in the cases mentioned in sub-section 7.04.

7.03 A flight Attendant shall lose his seniority and his employment shall be terminated in the following cases:

- a) Voluntary termination of employment;
- b) Dismissal for cause;
- c) Failure to confirm his return to work within three (3) days following confirmation of receipt of a letter requiring his return to work, and to reintegrate his position within fourteen (14) days following said confirmation;
- d) Absence from work for three (3) consecutive days or more, without authorization and/or valid reason;
- e) Lay-off exceeding two (2) years; and
- f) Failure to conform to the conditions of sub-section 12A.05.

7.04 Any Flight Attendant who has completed his Probationary Period shall cease to accumulate seniority in the following cases:

- a) A leave without pay for a period exceeding twelve (12) months;
- b) A lay-off of less than two (2) years;
- c) A leave without pay for educational purposes for a period exceeding twenty-four (24) months.

7.05 Seniority rules shall govern all Flight Attendants in the event of promotions or demotions (if they are qualified), assignment or reassignment following expansion or reduction in work schedule, and choice of vacant positions.

7.06 All Flight attendants employed by the Company, shall appear on the seniority list. The Flight Attendant seniority list shall be revised on November 1<sup>st</sup> each year and posted during that same month. It shall include the Flight Attendant's seniority rank, his name and status as a Rotational Flight Attendant or Non-Rotational Flight Attendant and base, as well as the date he was designated as a Flight Attendant. It shall be posted by the Company at places easily accessible to everyone and a copy shall be given to all Flight Attendants concerned, with a copy to the Union.

7.07 Any Flight Attendant may challenge in writing within thirty (30) days following the posting referred to in sub-section 7.06, any error or omission regarding him. Failure to do so, the seniority date of each Flight Attendant shall be considered

definite. Errors or omissions on preceding lists may not be questioned.

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

## **SECTION 8 POSITIONS ASSIGNMENTS AND PROMOTIONS**

8.01 Any new position or vacant position that becomes available for a flight position shall be posted by the Company on bulletin boards throughout the system. Such posting shall include the following information:

- a) Status;
- b) Number of positions/ vacancies,
- c) Employment location;
- d) Equipment concerned;
- e) Effective date of employment;
- f) The closing date of posting alter a period of seven (7) days if all eligible Flight Attendants have been notified or twenty-one (21) days in all other cases.

8.02 Bulletins for job postings shall be numbered beginning with No. 1 for the first posted bulletin in January of each year.

8.03 A copy of each bulletin shall be provided to the Union Representative.

8.04 a) Any Flight attendant who considers himself qualified for a posted position shall apply, in writing, on a form provided to that effect, to the person whose name appears on the bulletin. The immediate supervisor shall sign the form. Failure from a Flight Attendant to apply prior to the closing date indicated on the bulletin shall be considered as a refusal to bid. An employee who post on a vacant position shall satisfy the criteria's of the selection grid. The criteria's shall be approved by the Union and the Company.

b) Any Flight Attendant who is absent shall leave his address and phone number. The Company and the Union shall make every possible effort to advise any absent Flight Attendant.

8.05 The Company shall post a notice including the bulletin number and the name of

the successful candidate.

8.06 Whenever a new type of Equipment is introduced, the Company shall give proper training to its Flight Attendants, if necessary.

8.07 In the event no Flight Attendant considered qualified by the Company has applied for a posted position, the Company may designate the junior Flight Attendant who is qualified for the position or may engage a Flight Attendant from outside of the bargaining unit.

8.08 When a Flight Attendant is assigned to a permanent position pursuant to sub-section 8.07, he shall be considered as being transferred at the Company's request, and could be requested to stay in that position for a twelve-month period. He may bid on other posted positions during that period.

8.09 a) The Company shall pay up to a maximum of Five Thousand Dollars (\$5,000.00) to a Flight Attendant who is transferred at the request of the Company from one location to another, either temporarily or permanently, to cover moving costs, lease cancellation, etc.

b) When a Flight Attendant is chosen by the Company to fill a position at a new base or on a new route following its posting, he shall not be considered as transferred at the request of the Company and, consequently, shall not be entitled to any moving expenses.

c) A Flight Attendant who is transferred from, one location to another at the request of the Company shall be granted five (5) work days (without loss of salary) to move.

## **SECTION 9 LAY-OFFS AND RECALLS**

9.01 A Union-Management committee shall be established comprising two (2) representatives of management and two (2) representatives of the Union, including at least one (1) Flight Attendant. The Business Agent and one other member of Management shall have the right to attend all Union-Management committee meetings.

9.02 The Union-Management committee shall determine all lay-offs and recalls, the whole in accordance with the following criteria, seniority, and priority of employment, qualifications and competence of the Flight Attendants.

9.03 Any Flight Attendant shall be advised in writing of any reduction in the number of permanent positions within his job status, at least five (5) days in advance for a Flight Attendant who has less than one (1) year of service, fifteen (15) days in advance for a Flight Attendant who has one (1) year and less than three (3) years of

service, and thirty (30) days in advance for a Flight Attendant who has completed three (3) years of service or more. Furthermore, in the event a lay-off becomes necessary because of a third party or an Act of God, a reasonable notice shall be given but shall never be less than five (5) days.

9.04 Without giving up his recall rights, a Flight Attendant liable to lay-off may agree on a voluntary lay-off.

9.05 Any laid-off Flight Attendant shall confirm his home address with the Director of Human Resources by registered mail and promptly inform him of any subsequent change of address.

### **ARTICLE 10 GRIEVANCE PROCEDURE**

10.01 For the purpose of this section, the word "grievance" means any misunderstanding and/or dispute related to the interpretation, the application or the alleged violation of this Collective Agreement, or part thereof, but does not include any misunderstanding and/or dispute relative to a verbal warning as described in paragraph (b) of sub-section 11.01.

10.02 The Union grievance committee is comprised of two (2) designated or elected Union delegates of the Flight Attendant. The Company shall be informed, in advance by the Union, of the names of the designated Flight Attendants, and of any subsequent changes, if necessary.

10.03 The parties shall make an honest effort to promptly settle all grievances.

10.04 The present Collective Agreement recognizes four (4) types of grievances:

a) Individual grievance:  
When a grievance concerns only one (1) Flight Attendant.

b) Group grievance:  
When two (2) Flight Attendants or more (or the entire bargaining unit) have a grievance of the same nature and/or when the dispute concerns two (2) Flight Attendants or more.

c) Union grievance:  
A dispute between the Union and the Company. Such grievance is signed by a representative of the Union or the Business Agent.

d) Company grievance:



A dispute between the Company and the Union. Such grievance is signed by a representative of the Company.

10.05 For the purpose of Individual or Group grievance settlement, the following procedure shall be followed:

First step:

Any grievance must be presented within a time limit not to exceed twenty (20) days immediately following the day the incident giving rise to the grievance occurred. The Flight Attendants) must submit a written grievance (and sign it) to the Chief Flight Attendant, to find a quick solution. He (they) may be accompanied by a Union representative or he (they) may submit his (their) grievance by himself (themselves).

Second step:

If the Chief Flight Attendant fails to render a decision within the following fifteen (15) days or if the Flight Attendants) is (are) not satisfied with his decision, he (they) shall refer the grievance to the Union which can appeal in writing to the Director of Operations within the following ten (10) days. The parties shall meet to try and settle the grievance within twenty (20) days following the date of receipt of the Union's written grievance by the Director of Operations.

Third step:

Failing a written decision within twenty (20) days or if the Union is not satisfied with the decision of the Director of Operations, the grievance may be taken to arbitration, according to the sole arbitrator formula provided for hereinafter.

10.06 For the purpose of Union or Company grievance settlement, the following procedure shall be followed:

First step:

Any grievance must be presented within a time limit not to exceed twenty (20) days immediately following the day the incident giving rise to the grievance occurred. The grieved party must submit a written grievance (and sign it) to the other party, to find a quick solution.

Second step:

The parties shall meet to attempt to resolve the grievance within the twenty (20) days immediately following reception of the written grievance.

Third step:

Failing a written agreement resolving the dispute within such twenty (20) day period, the grievance may be taken to arbitration, according to the sole arbitrator formula.

10.07 In the event of arbitration pursuant to section 10.05 or 10.06 (or in the event of arbitration pursuant to sub-section 15.01), each party shall make a suggestion as to

the name of an arbitrator within twenty (20) days following the expiration of the last step. Failing to agree on the choice of an arbitrator, the Labor Minister shall, upon request from either party, appoint an arbitrator according to the provisions of Part 1 of the Canada Labor Code.

10.08 The Company and the Union may, from time to time, upon mutual agreement in writing, extend time limitations mentioned in this section.

10.09 The arbitrator shall have no authority to add to, delete, modify or alter any part of this Agreement.

10.10 In matters of discipline, the arbitrator has the power to evaluate if there are reasons for disciplinary measure, but may only maintain or cancel the disciplinary measure imposed.

10.11 In all cases, the arbitrator's decision shall be binding on both parties.

10.12 The costs and fees of the arbitrator shall be shared equally by the Company and the Union and each party shall pay for the expenses of its respective witnesses.

10.13 At every step of the grievance procedure and arbitration, the parties may be assisted or represented by the Union representative and/or Union Officers, or by any other representative duly appointed, such as legal advisors or any other person authorized by the Company, or Local Union, 1999.

10.14 No grievance or written complaint submitted under the present section may be considered as null or rejected because of informalities or irregularities in the form of proceedings, providing it has been submitted within the time limitations prescribed in this section, unless otherwise agreed by the parties, as established in sub-section 10.08.

10.15 In the event a deadline day provided for in this section falls on a Saturday, Sunday or Statutory Holiday, the deadline day shall be extended to the next working day.

10.16 In the event a permanent Flight Attendant believes he has been unjustly dismissed, his complaint shall be taken directly to the grievance procedure and shall be processed as of the second step provided for in sub-section 10.05.

## **SECTION 11: DISCIPLINARY MEASURES AND DISMISSALS**

11.01 a) Any disciplinary measure shall be given in writing to the Flight Attendant

concerned and shall contain the reasons for discipline. Copies of such notice shall be given to the Union.

b) Verbal warnings shall not be considered a disciplinary measure and, in consequence, shall not be submitted to the grievance procedure. No written indication of a verbal warning shall be put in the Flight Attendant's file.

11.02 Any disciplinary measure may be subject to the grievance procedure and submitted to arbitration.

11.03 a) Investigations and hearings with regard to disciplinary measures or dismissals concerning Rotational Flight Attendants may take place at the Flight Attendant's Operation Base and be scheduled in order to avoid meal expenses and time lost.

b) Investigations and hearings with regard to disciplinary measures or dismissals concerning Rotational Flight Attendants may also be held at the Company's base in Dorval immediately before or after the rotation of the Flight Attendant concerned, in which case the Company shall pay for the Flight Attendant's accommodation.

c) Investigations and hearings with regard to disciplinary measures or dismissals concerning Non-Rotational Flight Attendants shall be held at the Company's base in Dorval.

11.04 Any disciplinary measure for reasons other than professional shall be withdrawn from the Flight Attendant's employment record after twelve four (12) months, provided that during such period, no disciplinary measure of the same nature was registered in the Flight Attendant's employment record.

11.05 The Chief Flight Attendant shall have no authority to initiate or be part of a disciplinary measure against another Flight Attendant.

## **SECTION 12 LEAVE OF ABSENCE**

## Section 12A: Leave without pay

12A.01 The Company may, at its discretion, grant a leave without pay and without loss of seniority up to a maximum period of twelve (12) months or a leave without pay and without loss of seniority up to a maximum period of twenty-four (24) months for educational purposes to any Flight Attendant. During a leave of absence described in this Section, a Flight Attendant shall accrue seniority. However, such accrual shall not be used to change salary level or to reduce the required time period for such change in salary level. Upon his return to work, said Flight Attendant shall be reinstated at the same salary level as he was before his leave of absence.

12A.02 Under no circumstances shall a leave without pay be granted to allow a Flight Attendant to work elsewhere in the airline industry. However, for a valid reason, the provisions of this sub-section may be waived upon the written consent of the Company.

12A.03 Any Flight Attendant returning to work following a leave without pay shall be reinstated in his former position if his seniority allows it according to sub-section 7.04. In the event his seniority does not allow him to resume his former position, he shall be allowed to exercise his right to bump a junior Flight Attendant.

12A.04 Any Flight Attendant on a leave without pay for a definite period of time who wishes to return to work sooner than expected may send his request to the Company by registered letter.

12A.05 Any Flight Attendant on a leave without pay for a definite period of time, shall within thirty (30) days, but at least fifteen (15) days, prior to his return to work, inform the Company by registered mail of his intention to return to work.

12A.06 The Company shall not be compelled to accept a return to work as provided in sub-section 12A.05 earlier than the date of the next training session, if such a training session is required before the Flight Attendant can resume his work activities. Sub-section 7.04 shall not apply to such extensions.

12A.07 A Flight Attendant on a leave of absence without pay for more than thirty (30) days, may maintain his group insurance coverage provided he pays one hundred percent (100%) of the premium.

## Section 12B: Maternity Leave

12B.01 Any Flight Attendant is entitled to a maternity leave without pay in accordance with the provisions of the Canada Labor Code.

12B.02 i) A Flight Attendant who is pregnant may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Company to modify her job functions or reassign her to other flights or

another job, if by reason of pregnancy, continuing any of her current job functions may pose a risk to her health or to that of the fetus.

ii) The Flight Attendants request under section 12B.02 i) must be accompanied by a certificate of a qualified medical practitioner of the Flight Attendant choice indicating the expect duration of the potential risk and the activities or condition to avoid in order to eliminate the risk.

iii) Where a request has been made by a Flight Attendant, the Company shall examine the request in consultation with the Flight Attendant and, where reasonably practical, shall modify the Flight Attendant job functions or reassign her to other flights or another job.

12B.03 The Company reserves the right to have the Flight Attendant examined by a physician designated and paid for by the Company.

12B.04 During her maternity leave, the Flight Attendant shall remain in the employ of the Company and continue to accumulate seniority.

12B.05 The Flight Attendant shall not be entitled to payment for statutory holidays which fall within her maternity leave.

12B.06 During her maternity leave, the Flight Attendant may maintain her group insurance coverage, providing she pays her share of the contribution.

#### **Section 12C: Paternity Leave**

12C.01 Within the seven (7) days following the birth of his child (including the birth day), a Flight Attendant shall have the right to five (5) days of paternity leave without loss of salary (which for Rotational Flight Attendants shall be exclusive of the days required to fly between the base where they are positioned and Montreal).

#### **Section 12D: Jury Duty**

12D.01 Any Flight Attendant called to serve on jury duty or to appear as a witness shall be granted a leave of absence and he shall accumulate seniority during his absence. During the time he serves as a juror or appears as a witness, he shall continue to receive his regular salary, less the amount received as a juror or witness.

12D.02 Sub-section 12D.01 shall not apply to a Flight Attendant who has an interest, either direct or indirect, in the court procedure to which he is to appear as a witness, nor shall sub-section 12D.01 apply for a day or days when the Flight Attendant is not required to work for the Company.

### Section 12E: Bereavement Leave

12E.01 Any Flight Attendant shall be granted five (5) days off without loss of salary in the event of the death of his spouse, a child, his father or his mother. Upon request, the Flight Attendant may be granted a leave without pay.

12E.02 Any Flight Attendant shall be granted three (3) days off without loss of salary in the event of the death of a brother, a sister, his father-in-law, his mother-in-law, a brother-in-law or a sister-in-law. Upon request, the Flight Attendant may be granted a leave without pay.

12E.03 Any Flight Attendant shall be granted one (1) day off (that is, the day of the funeral) without loss of salary in the event of the death of a grandfather or a grandmother. Upon request, the Flight Attendant may be granted a leave without pay.

12E.04 Every day of bereavement leave shall represent eight (8) hours of duty time.

12E.05 The above-mentioned days off are not added to already-scheduled days off or annual vacation but a Flight Attendant may take a leave of absence without pay equivalent the bereavement leave.

12E.06 For Rotational Flight Attendants the aforesaid days off shall be exclusive of the days required to fly between the base where they are positioned and Montreal).

### Section 12F: Differed Leave of Absence

12F.01 A Flight Attendant may request, in writing, for a differed leave of absence which, after having a portion of his salary retained by the Company during an acquisition period (hereinafter referred to as "Retained Salary"), shall allow the said Flight Attendant to continue to receive salary payment during his leave of absence from his Retained Salary.

12F.02 The acquisition period shall be no less than two (2) years and no longer than five (5) years.

12F.03 The differed leave of absence shall be no less than three (3) months and no longer than twelve (12) months.

12F.04 a) The Company shall not refuse to grant a differed leave of absence without valid reason. The Company reserves its rights to limit the number of Flight Attendants on differed leave of absence due to operational requirements.

b) No Flight Attendant may begin a differed leave of absence until he has worked for the Company for at least five (5) years.

c) The written request for a differed leave of absence shall contain the following:

- The duration of the acquisition period;
- The duration of the leave of absence;
- The date on which the leave of absence shall commence;
- The amount of the Retained Salary during the acquisition period.
- The formula adopted in accordance with insurance requirements in order to maintain the group insurance benefits.

d) Within sixty (60) days following the Flight Attendant's request for a differed leave of absence, the Company and the Flight Attendant shall enter into an agreement confirming the terms and conditions of the differed leave of absence.

12F.05 Seniority shall continue to accrue during the differed leave of absence. A Flight Attendant returning to work following a differed leave of absence shall be reinstated in his former position if his seniority allows it. In such event, the Flight Attendant shall be reinstated at the same salary level as he was before his leave of absence.

12F.06 A Flight Attendant returning to work following a differed leave of absence shall be reinstated in his former position if his seniority allows it. In the event his seniority does not allow him to resume his former position, he shall be allowed to exercise his right to bump a junior Flight Attendant.

12F.07 During the acquisition period, the Flight Attendant shall receive a percentage of his salary which shall be equal to his base salary as indicated in Appendix "A", less the amount of the Retained Salary. Such Retained Salary shall be used as remuneration during the differed leave of absence.

#### EXAMPLES

<b><i>Duration of the leave</i></b>	<b><i>Acquisition period</i></b>			
	2 yrs	3yrs	4yrs	5 yrs
3 months	87.5%	91.67%	N/A	N/A
6 months	75%	83.34%	87.5%	90%
12 months	N/A	66.67%	75%	80%

#### **MATERNITY LEAVE**

12F.08 If, during the first half of the acquisition period, a Flight Attendant is entitled to maternity leave, the acquisition period shall be suspended during the maternity leave and shall continue after the maternity leave is completed unless she decides to terminate the acquisition period. In this latter event, all Retained Salary shall be paid to her without interest in accordance with the terms and conditions of section 12F.14. If, during the second half of the acquisition period, a Flight Attendant is entitled to maternity leave, the deferred leave of absence shall be automatically cancelled and all retained salary shall be paid to her without interest on that date.

b) If, during the deferred leave of absence, a Flight Attendant is entitled to maternity leave, the deferred Salary payments shall be suspended and shall continue after the maternity leave. In the event that the duration of the maternity leave exceeds the termination date of the deferred leave of absence, the Flight Attendant may ask to resume her position by giving notice thereof to the Company at least two (2) months prior to such date. In this latter event, all Retained Salary shall be paid to her without interest on that date.

#### **DISABILITY - LONG-TERM ILLNESS - ACCIDENTWORK RELATED ACCIDENT**

12F.09 a) If one of the abovementioned events occurs during the first half of the acquisition period, the acquisition period shall be suspended and shall continue upon return to work of the Flight Attendant unless he decides to terminate the acquisition period. In this latter event, all Retained Salary shall be paid to the Flight Attendant without interest in accordance with the terms and conditions of section 12F.14. If such events occur during the second half of the acquisition period, the deferred leave of absence shall be automatically cancelled and all Retained Salary shall be paid to the Flight Attendant without interest on that date.

b) If one of the abovementioned events occurs during the deferred leave of absence, the deferred salary payments shall be suspended during the disability and shall continue after the disability unless the Flight Attendant has not taken the necessary steps to maintain the group insurance in force.

c) In the event of a long term disability, the Retained Salary shall, if permitted by law, be deposited into the Flight Attendant's RRSP without interest.

12F.10 In the event of the death of the Flight Attendant during the acquisition period or the deferred leave of absence, his estate shall be entitled to all Retained Salary remaining unpaid to the Flight Attendant without interest.

12F.11 If, during the acquisition period or the deferred leave of absence the Flight Attendant leaves the employ of the Company; he shall receive all Retained Salary remaining unpaid by the Company without interest.



## **POSTING OF VACANCIES**

12F.12 A Flight Attendant may, during his differed Leave of absence, apply for a new or vacant position that becomes available in the Flight division, if accepted for the position, the provisions of subsection 12F.14 shall apply.

The Flight Attendant shall leave with the Company an address and a phone number where he can be reached during his differed leave of absence. The Company shall as much as possible try to bring any vacancy notice to the attention of the Flight Attendant on differed leave of absence.

12F.13 For purposes of the RRSP contributions foreseen in section 24.01, during the acquisition period the Flight Attendant's Base Salary shall be deemed his base salary, less the percentage of his base salary retained annually by the Company, and during the differed leave of absence shall be deemed the Retained Salary.

12F.14 If, during the acquisition period or the differed leave of absence, the Flight Attendant wishes to return to work prior to the termination date of his leave of absence, the Flight Attendant shall send a written request to that effect to the Company. The Company may, depending on operational requirements or the arrangements that have been taken with a replacement Flight Attendant, accept such request. In the event of the acceptance of the request, all Retained Salary shall be paid to the Flight Attendant without interest on that date.

12F.15 In order to replace the Flight Attendant while on differed leave of absence, the Company shall have the right to engage a replacement Flight Attendant from outside the bargaining unit; either as a temporary employee. Neither such Flight Attendant nor the Company, on his behalf, shall be required to pay union dues.

12F.16 No Flight Attendant shall have the right to work elsewhere in the airline industry in Canada during his differed leave of absence without the written consent of the Company which consent can be withheld at the Company's sole discretion.

## **SECTION 13 WORK STANDARDS**

## Section 13A: Non-Rotational Flight Attendants

### 13A.01 **Definitions**

a) BLOCK shall mean a period of twenty-eight (28) consecutive days commencing on a Monday.

b) DAY OFF shall mean a period of twenty-four (24) consecutive hours commencing at 00:01 hours during which a Non-Rotational Flight Attendant is not on duty, on reserve or on training. This may be extended for operational disruptions; in such case overtime shall apply for extended time.

c) RESERVE BLOCK shall mean a period of twelve (12) consecutive hours during which a Non-Rotational Flight Attendant is available to report for duty commencing 05:30 hours or at such other time as may be determined by the Company upon giving twelve (12) hours advance notice to the Non-Rotational Flight Attendant concerned.

13A.02 a) Flight schedules will be prepared by the Company for a period of one Block (28 Days) and posted on the fifth (5th) day of the preceding Block.

b) Each Non-Rotational Flight Attendant shall submit, in writing, to Chief Flight Attendant his choice of Days Off for the following Block within seven (7) days subsequent to the posting of flight schedules.

c) The Chief Flight Attendant will issue a Block schedule to each Non-Rotational Flight Attendant ten (10) days prior to the commencement of each Block.

d) Errors discovered in a Block schedule prior to commencement of such Block will be corrected and Non-Rotational Flight Attendants will be notified as soon as possible after the error is discovered.

e) The Company will ensure that all known flights are indicated in the Block schedule.

f) Block schedules shall indicate guaranteed Days Off, Reserve Days, operational duty days, training days, vacation, and any other information deemed appropriate by the Company.

g) Non-Rotational Flight Attendants shall be immediately notified by flight dispatch of any changes in Block scheduling.

13A.03 a) Days off shall be scheduled for each Non-Rotational Flight Attendant in order of seniority.

b) Reserve days for Non-Rotational Flight Attendants shall be scheduled, but shall include at least one (1) week-end per Block.

c) The total duties hours scheduled in a Block shall approach, as much as possible, the maximum duty times permitted under the Canadian Air Regulations. As long as it does not result in flight cancellation or disturb the operations, the Company fully agrees that the schedule duty time of the Flight Attendant correspond with the duty time of the pilots.

13A.04 a) Duty Day is generally defined as the time required to report for duty prior to scheduled departure time (usually one (1) hour) to fifteen (15) minutes after actual arrival time.

b) Any Flight Attendant shall have a Rest Period after completing his schedule time, it shall be for a period of at least ten (10) hours from the time of arrival to the time of departure of a flight (calculated from the time the engines stop to the time the engines start) and shall include eight (8) hours for prone rest. If a Rest Period is required at the operational base, it shall be for a minimum of eleven and one-half (11 1/2) hours (calculated from the time the engines stop to the time the engines start) and shall include eight (8) hours of prone rest.

c) i) A Non-Rotational Flight Attendant shall receive a minimum of nine (9) Days Off per Block and a minimum of one hundred and nineteen (119) Days Off per period of thirteen (13) Blocks. Statutory holidays shall be included in the Days Off.

ii) Overtime Days (i.e., work on a Day Off shall be assigned voluntarily based on Seniority. In the event no Non-Rotational Flight Attendant volunteers Non-Rotational Flight Attendants shall be drafted in the reverse order of seniority. No Non-Rotational Flight Attendant shall be required to work more than ten (10) Overtime Days

iii) For each day Off worked by a Non-Rotational Flight Attendant, he shall be entitled to the greater of the number of Duty Hours actually worked or eight (8) Duty Hours at time and one-half, in the case of an overtime Training Day, he shall be entitled to eight (8) hours at time and one-half.

iv) In the event a Non-Rotational Flight Attendant is requested to work on a Day Off, the Company shall reimburse such Non-Rotational Flight Attendant for expenses incurred (trips, special events, etc.) for

which he cannot be reimbursed otherwise, upon presentation of receipts..

d) Days Off shall be chosen and scheduled in forty-eight (48) hour periods and this at least once per Block and at least twenty-six (26) times per period of thirteen (13) Blocks. Except for circumstances out of the control of the Company, a schedules reserve day before a day off shall not affect the duration of the day off.

e) If a Non-Rotational Flight Attendant works a Day Off, it shall, if possible, be rescheduled in the same Block or in the following Blocks at the request of the Non-Rotational Flight Attendant, in lieu of overtime pay as provided for in paragraph 13A.04 c) (iii) above. If the Day Off is not rescheduled in the following Block, the Flight Attendant will have the choice to add it to his annual holiday, to be paid in overtime or to accumulate the equivalent time then the rate of overtime and take that time upon agreement with the Chief Flight Attendant.

f) Reserve duty days shall be designated in the Block schedule of each Non-Rotational Flight Attendant.

g) A Non-Rotational Flight Attendant on reserve must notify crew scheduling where he can be contacted at all times when required for operational duty Upon agreement with crew scheduling, a Non-Rotational Flight Attendant on reserve may be absent from his home alter he has left a contact number where he can be reached.

h) Non-Rotational Flight Attendants on reserve shall provide a pager or cell phone unit as a second contact number. The Company will pay for the monthly communication charge on the same rate then the First Officer of the Company.

i) Two (2) Company calls for operational duty shall be made to a Non-Rotational Flight Attendant on reserve, if necessary. Such calls will be made fifteen (15) minutes apart. If the Non-Rotational Flight Attendant on reserve is not contacted, he will be deemed to be unavailable

j) Flight dispatch may, on a discretionary basis and subject to operational requirements, release a Non-Rotational Flight Attendant for all or part of a Reserve Day.

k) A Non-Rotational Flight Attendant must report for operational duty within seventy-five (75) minutes subsequent to a call while on reserve duty.

l) A credit of three, (3) hours is given to a Non-Rotational Flight Attendant on reserve who is not required to report for operational duty. A Non-Rotational Flight

Attendant who performs duty on a Reserve Day shall be entitled to the greater of the following:

Four (4) duty hours;  
Or the actual duty hours worked.

m) A Non-Rotational Flight Attendant shall receive for a maximum of eight (8) hours a day, a credit of fifteen (15) minutes for each period of one (1) hour of lay-over commencing to start ten (10) hours alter the duty period ends at a destination other than Home Base. The fifteen (15) minutes credits per hour only apply on lay over period on the ground.

n) A Non-Rotational Flight Attendant shall receive one (1) duty hour credit for each two, (2) hours of deadheading, if such deadheading is not followed immediately by a work assignment (i.e., no legal crew rest required prior to work assignment) and one (1) duty hour credit for each one (1) hour of deadheading, if such deadheading is followed immediately by a work assignment. (Deadheading back to Home Base alter a work assignment or for training shall be credited on a one (1) duty hour credit for each two (2) hours of deadheading basis).

o) A minimum operational duty day shall be four (4) duty hours. A minimum day shall not apply to deadheading.

13A.05 a) A Non-Rotational Flight Attendant may request or be involved in one (1) trip exchange per Block that will be granted as long it does not affect the operation of the Company.

b) It is the responsibility of the Non-Rotational Flight Attendant requesting the exchange to find a replacement and advise him of the confirmation or refusal of the exchange.

c) A Non-Rotational Flight Attendant requesting a scheduling exchange shall provide a minimum of forty-eight (48) hours advance notice to the Chief Flight Attendant who shall approve or reject the trip exchange within twenty-four (24) hours by notice to the Non-Rotational Flight Attendant involved. Trip exchange request forms are available from crew scheduling.

d) In exceptional circumstances the above-noted conditions may be modified by the Chief Flight Attendant.

13A.06 a) All Non-Rotational Flight Attendants scheduled for operational duty are required to contact Flight dispatch two (2) hours prior to scheduled departure or prior to leaving their place of rest but in no event later than two (2) hours prior to scheduled departure time.

b) Unless otherwise advised, Non-Rotational Flight Attendants scheduled for

operational duty are required to report for duty one (1) hour prior to scheduled departure time.

c) Unless otherwise advised, all Non-Rotational Flight Attendants not scheduled for operational services are required to report for duty one-half (1 / 2) hour prior to scheduled departure time.

#### 13A.07 **Re-Assignment**

a) In exceptional circumstances and based on operational requirements, a Flight Attendant who reported for duty and lost one (1) flight, or a series of flights, shall become available for re-assignment. Re-assignment shall take place within daily limitations and the Flight Attendant should be returned to his Home Base the same day, unless the Flight Attendant was originally scheduled to stay overnight.

b) When a flight is cancelled after a Flight Attendant has reported for duty, a Non-Rotational Flight Attendant shall be credited: the actual time of operational duty or four (4) hours, whichever is greater.

#### 13A.08 **Employment Standards Duty-Time**

For remuneration and work scheduling purposes, duty time includes the following:

a) Any time required to report for duty prior to each work period (minimum one (1) hour) and the time required to complete after flight duties (minimum fifteen (15) minutes), after flight duties over fifteen (15) minutes will be counted for pay purpose.

b) All hours worked to complete a flight (engine start to shut-down).

c) Waiting time between flights.

d) All other hours of service shall be credited as follows:

- Reserve: see 13A.04 (l)
- Ground training: eight (8) duty hours
- Vacation days: eight (8) duty hours
- Layover: see 13A.04(m)
- Deadheading: see 13A.04(n)

- Minimum day: see 13A.04(o)

13A.09      Overtime      Hours of work:

a)      The normal period of work in a Block is one hundred and sixty (160) duty hours.

b)      Overtime hours shall constitute all duty hours worked over and above one hundred and sixty (160) duty hours per Block (twenty eight (28) days). The regular hourly rate is determined in accordance with the following formula:

$$\underline{\text{annual salary}} = 13 \text{ Block periods} = \text{hourly rate } 160$$

13A.10 a)      Each Non-Rotational Flight Attendant will advise the Dispatch Department upon completion of daily flights, of the duty hours worked. In addition, any other time counted for the purpose of this Collective Agreement (including, but not limited to, sick days and vacation days) will be processed via the Flight Operations Secretary.

b) The timing report will be administered by Dispatch, in conjunction with the Payroll Department.

c) Monthly reports will be issued to each Non-Rotational Flight Attendant. The Non-Rotational Flight Attendant will review and sign each document and forward this document to the Director of Operations within forty-eight (48) hours of receipt of same.

Section 13B: **Rotational Flight Attendants**

13B.01 Definitions

a)      **DUTY DAY** shall mean a day on which the Rotational Flight Attendant has done any of the following duties:

i) Reported to duty for a flight;

ii) Worked in flight or has done any duty required by the Company.

b)      **ROTATIONAL DAY IN AVAILABILITY (RDIA)** shall mean a day among the available Rotational Days of a Rotational Flight Attendant on which he performs none of the duties described as constituting a Duty Day, nor is requested to be on Reserve; and which is not a Travel Day.

c)      **TRAVEL DAY** shall mean a day on which a Rotational Flight

Attendant travels from Montreal to an Operation Base or that a Rotational Flight Attendant travels from the Operation Base to Montreal but performs none of the duties described as constituting a Duty Day nor is requested to be on reserve.

d) **SICK DAY** means a day among the available Rotational Days of a Rotational Flight Attendant on which, because of illness, he cannot work.

e) **TRAINING DAY** shall mean a day on which a Rotational Flight Attendant is requested to do training.

f) **WORK DAY** shall mean a Rotational Day or a Training Day.

g) **TO DRAFT** shall mean the involuntary assignment of a Rotational Flight Attendant to Flight duty or training while such Rotational Flight Attendant is on a Non-Rotational Day.

h) **OVERTIME DAY** shall mean any Duty Day, the working on which would have the effect of having the Rotational Flight Attendant work more than two hundred (200) Duty Days in a Rotational Year.

i) **ROTATIONAL PERIOD** shall mean the consecutive Rotational Days worked by a Rotational Flight Attendant followed by his consecutive Off-Rotational Days.

13B.02 a) Each Rotational Flight Attendant shall in each Rotational Year work two hundred (200) Work Days comprising one hundred and ninety-five (195) Rotational Days and five (5) Training Days.

b) Each Rotational Flight Attendant shall work on the following rotational schedule: fifteen (15) consecutive available On Rotational Days inclusive of the day of travel from Montreal to the Operation Base and the day of travel from the Operation Base to Montreal followed by thirteen (13) consecutive Off-Rotational Days.

13B.03 a) Each Rotational Day shall constitute a Duty Day, a Travel Day or a Sick Day, as the case may be.

b) During the fifteen (15) Rotational Days, the Rotational Flight Attendant shall be available to work fifteen (15) Duty Days. On the last duty day, the Rotational Flight Attendant shall be back at the base no later than four (4) hours before the flight departure, unless it's operationally impossible. It's the Company responsibility to inform Flight dispatch and the Captain of this fact.



13B.04 Any change to the Rotational Period, the number of Rotational Days and the number of Off-Rotational Days can only be made with the mutual consent of the Rotational Flight Attendant and the Chief Rotational Flight Attendant. Such changes shall not give rise to the payment of Overtime Days, unless it is mutually foreseen by the Chief Rotational Flight Attendant and the Rotational Flight Attendant that such a change will result in the Rotational Flight Attendant working more than one hundred and ninety-five (195) Rotational Days in a Rotational Year, in which event paragraph (c) of sub-section 13B.09 shall apply.

13B.05 The duty times for a Rotational Flight Attendant on a Duty Day or during the Rotational Period shall be determined by Crew Scheduling which will attempt to distribute the Flight Attendant's work as evenly as possible, among the Flight Attendants working during the same period.

The total duties hours scheduled in a Block shall approach, as much as possible, the maximum duty times permitted under the Canadian Air Regulations. As long as it does not result in flight cancellation or disturb the operations, the Company fully agrees that the schedule duty time of the Flight Attendant correspond with the duty time of the pilots.

13B.06 The annual salary for a Rotational Flight Attendant for a Rotational Year shall be based on two hundred (200) Work Days and two thousand, and eighty (2,080) Duty Hours (two hundred (200) hours of which shall be paid at time and one-half.

13B.07 Rotational Flight Attendants shall be credited Duty Hours as follows:

a) **Duty Days:**

i) One and a half (1.5) hour before a flight and fifteen minutes after the flight;

ii) Hours of flight;

iii) Hours of waiting before the official cancellation of a Scheduled Flight (if the Flight Attendant is re-assigned, the Duty Hours shall comprise the hours worked and the hours waited);

iv) Hours of work alter a flight to accomplish duties required by the Company or operationally necessary.

b) **Sick Day**

Eight (8) Duty Hours, except when the Sick coincides with a Reserve Day, in which case Rotational Flight Attendant shall only be entitled to (4) Duty Hours.

f) **Training Days:**

Eight (8) Duty Hours

13B.08 a) Any hour or part of hour exceeding hundred and sixty (160) hours in a Block shall be paid at time and one-half.

b) If, during a Rotational Year, a Rotational Flight Attendant works more than two hundred (200) Work Days, he shall be entitled for each additional Duty Day to the greater of the number of Duty Hours actually worked or eight (8) Duty Hours at time and one half and, in the case of a Training Day, eight (8) Duty Hours at time and one-half.

13B.09 a) Overtime Days shall be assigned voluntarily based on Seniority. In the event that no Rotational Flight Attendant volunteers, Rotational Flight Attendants shall be drafted in reverse order of seniority. No Flight Attendant shall be required to work more than ten (10) Overtime Days during a Rotational Year, other than on a voluntary basis.

b) Overtime Training Days may be assigned to a Rotational Flight Attendant at the discretion of the Company. However, no Rotational Flight Attendant shall be required to, do more than three (3) Overtime Training Days during a Rotational Year, other than on a voluntary basis.

c) All Overtime Days and Overtime Training Days shall be compensated for in the pay period immediately following the period in which the overtime work or training was performed, if possible, otherwise in the next following pay period or banked at the Flight Attendant choice. The time in bank will be remit in days off at equivalent time than the overtime banked at dates agreed with the Chief Flight Attendant.

d) Notwithstanding paragraph (c) above, in the event a change in the Rotational Period pursuant to sub-section 13B.04 results in Overtime Days, such Overtime Days shall be paid the pay period immediately following the period in which the overtime work was performed.

13B.10 A Rotational Flight Attendant shall be deemed to have no Home Base.

13B.11 If a Rotational Flight Attendant transfers from a Rotational to a Non-Rotational Flight Attendant status at the Company's request, he shall be treated as if he was changing bases from his actual home address to the Home Base to which he is assigned on a permanent basis and the provisions of subsection 8.08 and following shall apply.

For greater certainty, a Rotational Flight Attendant who applies for a posted position that would result in a transfer from being a Rotational Flight Attendant to a Non-Rotational. Flight Attendant shall not be deemed to be changing location at the Company's request.

13B.12 Flight scheduling for Rotational Flight Attendants shall be approved by the Company.

13B.13 In the event that a Rotational Flight Attendant does not report to work when required for a reason other than due to a Sick Day (up to a maximum of seven and a half (7.5) per Rotational Year) or permitted leave described in section 12, he shall for each such day be docked one days pay representing one/two hundredths (1/200) of his annual salary.

13B.14 a) The timing report will be administered by Dispatch, in conjunction with the Payroll Department.

b) Monthly reports will be issued to each Rotational Flight Attendant. The Rotational Flight Attendant will review and sign each document and forward this document to the Director of Human Resources within forty-eighth (48) hours of receipt of same.

#### **SECTION 14: PROBATIONARY PERIOD**

14.01 Every new Flight Attendant shall be subjected to a Probationary Period of six (6) month effectively worked (for a Rotational Flight Attendant and Non-Rotational Flight Attendant), as the case may be, commencing as of the date he is 'designated and paid as a Flight Attendant. The Company reserves the right to dismiss the Flight Attendant during his Probationary Period, should his services be deemed unsatisfactory. The Company shall inform the Flight Attendant, in writing, of the reasons for his dismissal, with a copy to the Union. The Flight Attendant concerned shall have no recourse to the grievance procedure to contest his dismissal during his Probationary Period.

14.02 Under special circumstances, the Company with the Union approval may extend the Probationary Period of a new Flight Attendant for another six (6) month.

The Company will give the reasons to the concerned Flight Attendant with a copy to the Union.

## **SECTION 15: NEW EQUIPMENT**

15.01 Wage rates provided in this Collective Agreement apply only to the type of aircraft presently utilized by the Company and their present designation (rotational or non-rotational).

With the acquisition of new types of aircraft or, if there is a change in designation (rotational or non-rotational) of the present aircraft utilized by the Company, the Company and the Union shall meet to negotiate wage rates and working conditions applicable to the Flight Attendants of these new types of aircraft.

Negotiation meetings shall take place within fifteen (15) days of the request from one of the parties. In the event the parties' fail to reach an agreement forty-five (45) days after the first negotiation meeting, the dispute shall be submitted to arbitration, as stipulated in sub-section 10.07 of this Collective Agreement.

It is agreed that the preceding provisions shall not prevent the Company from operating the aircraft at the expected date, providing that the Company has determined temporary wage rates and pays retroactively to the date the aircraft is put into service any adjustment determined by the arbitrator, as soon as the arbitrator's decision is known.

## **SECTION 16: PAID ANNUAL VACATION**

### 16.01 Rotational Flight Attendants

1 - 5 years Seniority:	(4%)	2 weeks
6 - 10 years Seniority:	(6%)	3 weeks
11 - 15 years Seniority:	(8%)	4 weeks
16 years and more Seniority:	(10%)	5 weeks

16.02 a) Vacation time for a Rotational Flight Attendant shall be deemed to be taken on the Off-Rotational Days immediately following the payment of vacation by the Company (twice a year).

b) A Rotational Flight Attendant entitled to six percent (6%) vacation shall be deemed to, take the first seven and one-half (7 1/2) days of vacation after the first vacation payment (one-half) and the other seven and one-half (7 1/2) days of

vacation after the second and last vacation payment.

c) A Rotational Flight Attendant entitled to eight percent (8%) or ten percent (10%) vacation shall receive the additional two percent (2%) or four percent (4%), as the case may be, as monetary compensation and not in additional vacation days.

d) Vacation for Rotational Flight Attendants shall be split into weekly calendar periods (seven (7) calendar days) beginning Sunday at 24:00 hours and ending Sunday at 23:59 hours.

#### 16.03 Non-Rotational Flight Attendants

1 - 5 years Seniority:	(4%)	2 weeks
6 - 10 years Seniority:	(6%)	3 weeks
11 - 15 years Seniority:	(8%)	4 weeks
16 years and more Seniority:	(10%)	5 weeks

16.04 Annual vacation for a Non-Rotational Flight Attendant shall not be cumulative and must be taken during the year earned, save that one (1) calendar week (seven (7) calendar days) may be taken during the first six (6) months following the year such vacation was earned.

16.05 In the event of an illness of a Non-Rotational Flight Attendant, vacation otherwise scheduled shall be taken upon his return to work.

16.06 Vacation for Non-Rotational Flight Attendants shall be split into weekly calendar periods (seven (7) calendar days) beginning Sunday at 24:00 hours and ending Sunday at 23:59 hours.

16.07 The preference for the choice of vacation periods for Non-Rotational Flight Attendants shall be granted in accordance with the Company's seniority list. Vacation periods shall be determined by mutual consent between the Non-Rotational Flight Attendant and the Company, failing which the Company may assign vacation periods. However, a Non Rotational Flight Attendant entitled to more than three (3) weekly holiday may, at his discretion, receive the additional two percent (2%) or four percent (4%), as the case may be, as monetary compensation and not in additional vacation days.

16.08 For the vacation period beginning May 1 and ending October 31, a posting will be in place from April 1 till April 15 of each year. For the vacation period beginning November 1 and ending April 30, a posting will be in place from October 1 till October 15 of each year. The Company shall advise any Flight Attendant, his annual vacation. This notice shall indicate the date his vacation period begins and the date of its termination.

16.09 The chosen vacation periods for a Non-Rotational Flight Attendant cannot be changed without the mutual consent of the Non-Rotational Flight Attendant and the Company. A changed in vacation periods, shall not affect the vacation periods of another non-Rotational Flight Attendant.

16.10 In the event the Company changes the annual vacation period of a Non Rotational Flight Attendant, the Company shall reimburse such Non Rotational Flight Attendant trip cancellation fees, upon presentation of receipts.

16.11 A Non-Rotational Flight Attendant shall receive his vacation pay during his vacation period, unless he requests thirty (30) days in advance of the date his vacation starts that it be paid prior to his leaving on vacation.

16.12 Each day of vacation shall represent eight (8) Duty Hours.

## **SECTION 17: STATUTORY HOLIDAYS**

17.01 The following twelve (12) days shall be considered as statutory holidays for all Flight Attendants appearing on the Company payroll:

New Year's Day  
January 2  
Good Friday  
Easter Monday  
Dollard Day  
National Holiday  
Canada Day  
Labor Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

However, all Non-Rotational Flight Attendants receiving benefits from a government program or a salary insurance plan (disability) shall not be entitled to

paid statutory holidays.

17.02 Any Flight Attendant( Rotational or Non-Rotational) who works during any of the twelve (12) days mentioned in sub-section 17.01 shall not be entitled to any overtime pay for the hours worked on such day, such days being already accounted for in his annual base salary.

17.03 For a Rotational Flight Attendant, the first twelve (12) Off-Rotational Days of his second Rotational Period shall be deemed to be his Statutory Holidays

### **SECTION 18: SICK DAYS**

18.01 Rotational Flight Attendants and Non-Rotational Flight Attendants shall be entitled each Year to seven and a half (7.5) Sick Days. Such Sick Days shall not be cumulative from year to year for a maximum of forty (40) days.

#### **18.02 Use of Sick Days for Dependants**

The Flight Attendants will be authorized to use their Sick Days to take care of their dependants.

In the present section Dependants shall mean the spouse or minor children of the Flight Attendant. Also considered spouses is the common law husband/wife of a Flight Attendant living with him/her for more than two (2) years. (One (1) year if a child is born from this union.

### **SECTION 19 GROUP INSURANCE**

19.01 Each Flight Attendant of the Company with more than six (6) months service with the Company shall be covered by the Company's Group Insurance Plan, save and except that each Flight Attendant will be covered by life insurance from the date of his engagement with the Company.

19.02 For the duration of this Agreement, the Company shall maintain the present Group Insurance Plan or its equivalent. A copy of the present Group Insurance Plan is transmitted to the Union upon request.

19.03 Any material change to, the Group Insurance Plan shall only be done only alter writing agreement with the Union.

19.04 The Company shall be responsible for all premiums for the Group Insurance Plan with the exception of the premiums for disability insurance which shall be deemed paid by the Flight Attendant and added to his annual salary.

## **SECTION 20 MEDICAL EXAMINATION**

20.01 The Company reserves the right to request a Flight Attendant to submit within a seven (7) day delay to a medical examination by a physician of the Company's choice, if his health or physical condition seems to deteriorate. In such case, the Flight Attendant shall receive a copy of the medical report. A Flight Attendant may transmit this report to the doctor of his choice.

## **SECTION 21: UNIFORMS**

21.01 Uniforms for Rotational Flight Attendants shall comprise those items described in Annex C, the cost of which shall be shared between the Company and the Rotational Flight Attendant as indicated in Annex C.

21.02 A Rotational Flight Attendant shall receive a cleaning allowance for the parka only equal to Twenty-Five Dollars (\$25.00) every six (6) months.

21.03 Uniforms for Non-Rotational Flight Attendants shall comprise those items described in Annex C; the cost of which shall be shared between the Company and the Non-Rotational Flight Attendant as indicated in Annex C.

21.04 A Non-Rotational Flight Attendant shall receive a cleaning allowance of Twenty five Dollars (\$25.00) per month for his uniform (other than the parka) and Twenty-Five Dollars (\$25.00) every six (6) months for his parka and Fifty Dollars per year for his shoes.

21.05 The Flight Attendant shall be responsible for the upkeep of his uniform and shall, at all times, comply with issued instructions regarding its wear.

21.06 In the event that a Flight Attendant leaves the employment of the Company within the first six (6) months following his engagement with the Company as a Flight Attendant, he shall reimburse the Company its portion of the uniform expense on a pro-rated basis for the number of months worked unless he/she return the uniform to the Company.

## **SECTION 22: WAGE RATES**

22.01 Wage rates are listed in Annex A of this Agreement, which forms an integral part of this Agreement.

22.02 The Flight Attendant's salary shall not be reduced if he is assigned by the Company to a lower-paying position, unless he has been permanently or



temporarily suspended, or unless he has been permanently demoted.

22.03 When a change of Equipment requires a change in salary, such change in salary shall become effective as of the date of assignment to such Equipment (as mentioned in sub-section 22.07).

22.05 The Company shall distribute pay cheques to its Flight Attendants once every two (2) weeks.

## **SECTION 23: TRANSPORTATION AND EXPENSES**

### **23.01 Transportation**

#### **a) Rotational Flight Attendants**

- i) Ground transportation at the Operation base to or from the airport to the rest accommodation will be made available by the Company;
- ii) Air transportation will be provided by a carrier of the Company's choice originating from the Dorval Airport to the Operation Base and returning to the Dorval Airport from the Operation Base. Such transportation shall be on a confirmed basis.

#### **b) Rotational and Non-Rotational Flight Attendants**

The rate for an employee who is approved to use his own vehicle on Company business is \$0.35 per kilometer. Any change in that rate for others employees of the Company shall also apply to the Flight Attendants.

### **23.02 Meals and Allocations**

#### **a) Rotational Flight Attendants**

- i) Meals in the form of already prepared meals, or food and access to kitchen facilities, will be provided to all rotational employees while working. The meals provided must only for Air Inuit employees during their affectation.
- ii) When a Rotational Flight Attendant is on duty north of the 55' latitude, outside of a location where the Company supplies meals, reasonable meal expenses supported by receipts will be reimbursed.

iii) When a Rotational Flight Attendant is on duty south of the 55' latitude (except when on duty on the DHC-8), the following per diem can be claimed via expense claim:

Breakfast:	\$ 10.00
Lunch:	\$ 15.00
Dinner:	\$ 20.00
TOTAL	\$ 45.00

No receipts are required.

b) **Non-Rotational Flight Attendants**

Meals of like quality to those provided to passengers will be provided to Flight Attendants while flying.

23.03 **Lodging**

a) **Rotational Flight Attendants**

Accommodations deemed reasonable for the geographic region in which they are located are furnished by the Company while the Flight Attendant is on duty.

Rotational Flight Attendants are also entitled to one (1) stay over, either before or after the rotation, at the hotel of the Company's choice.

Any Rotational Flight Attendant who participates in required training is entitled to a hotel room preceding a Training Day, at the hotel of the Company's choice.

b) **Rotational and Non-Rotational Flight Attendants**

The Company will furnish a hotel room or other accommodations to a Flight Attendant who has to wait on his route for more than eight (8) hours or will furnish a hotel room for the crew for a planned waiting period of between five (5) and eight (8) hours, if accommodations are located reasonably close to the airport.

**SECTION 24 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

24.01 An amount equivalent to five percent (5%) of each Flight Attendants base salary and included in the annual salary described in Annex A, earned during a calendar year, shall be contributed by the Company into the RRSP account chosen by the Company within sixty (60) days following such calendar year end. This benefit only accrues after six (6) months of continuous employment without any retroactive effect.

## **SECTION 25 GENERAL PROVISIONS**

25.01 Any orders or agreement between a Flight Attendant and the Company regarding a change of base, a promotion, a demotion, a lay off, a change in vacation and a leave of absence shall be in writing with a copy to the Union.

25.02 a) A Flight Attendant shall not be required to pay for any Company Equipment used for training purposes.

b) A Flight Attendant shall not be held responsible for damages caused to aircraft or Equipment while on duty for the Company, unless such damages are caused by his gross negligence or willful misconduct.

c) A Flight Attendant shall pay for any manual lost or damaged because of his negligence (normal wear and tear excluded).

25.03 In the event that the Company changes ownership merges with another Company or changes in any way its corporate identity, the provisions of the Canada Labor Code and its regulations shall apply.

25.04 Flight data recorders and cockpit voice recorders shall be used exclusively to investigate accidents or incidents and to facilitate aircraft maintenance and aircraft safety. Under no circumstances shall these instruments be used to monitor or check a Flight Attendant during the operation of any flight.

During the investigation of an accident or incident, the Company shall not reveal the content of these instruments to the general public or the news media, without prior approval from the Flight Attendant involved and the Union.

25.05 The Company shall pay for all expenses incurred to repatriate the bodies of crew members killed in the line of duty away from their Home Base to their town of residence.

25.06 a) Following an aircraft accident or incident warranting an investigation, the Flight Attendant and/or his representatives shall have access to any information over which the Company has authority and which could affect his employment status.

b) When the investigation is conducted by the Company, the management personnel who is requested to submit a final report shall do so within three (3) months. The Flight Attendant concerned and the Union shall cooperate fully in the investigation. They shall be kept informed of the progress of the investigation and shall receive a copy of any preliminary or final report.

c) In the event of an accident or an incident involving an aircraft, the Flight Attendant involved shall not be requested to submit a written or verbal statement within the first twenty-four (24) hours following the accident or incident, unless he has had the opportunity to be represented by the Union.

25.07 The Company shall provide legal counsel free of charge to a Flight Attendant subject to a lawsuit taken by a third party arising from any accident which occurred while the Flight Attendant was on duty for the Company. This shall include legal counsel for the estate of a deceased Flight Attendant in any legal proceedings arising from an accident while the deceased Flight Attendant was on duty on board a Company aircraft.

25.08 a) It is agreed that a Flight Attendant shall perform all duties usually related to the operation of an aircraft in a northern Canadian context, including those described in Annex E, and all duties required by the Company's operating and/or procedural manuals.

b) Flight Attendants may be required to maintain qualification on two (2) different aircraft types.

c) Flight Attendants shall devote all their Flight Hours and duty time exclusively to the Company, unless agreed otherwise by the chief Flight Attendant.

25.09 Any Flight Attendant shall receive a copy of any "absence notice" or "change of condition" that concerns him and that is forwarded to the payroll department, in order for him to be informed in advance of any change to be made.

25.10 All expenses incurred by a Flight Attendant because of his work for passports (pictures, birth certificate and the cost of passport), visas, vaccines or inoculation, which are not paid for by the government shall be reimbursed by the Company, subject to prior approval by the Company. It shall be the Flight Attendant's responsibility to see to it that these documents are always valid.

25.11 A Flight Attendant shall be required to take his retirement at sixty-five (65) years of age; commencing on the first day of the month following his sixty-fifth (65th) birthday.

25.12 No individual agreement concerning one or any of the clauses governed by this convention shall be valid without the consent of the Union.

25.13 The Annex and the Letters of intent are fully part of this collective agreement.

**SECTION 26 TERM OF AGREEMENT**

26.01 This Agreement shall come into force at his signature and shall continue to remain in effect until July 1, 2005. It shall automatically be renewed without modifications, year by year thereafter, unless one of the parties advises the other within ninety (90) days prior to its expiration date, of its intention to renew with modifications. Negotiations shall commence within thirty (30) days of such notice. In the event of such notification, this Agreement shall remain in effect during the negotiations of such new agreement.

IN WITNESS WHEREOF, the parties have signed in Lachine, Quebec on this \_\_\_\_\_ day of the month of \_\_\_\_\_ January, 2003.

**AIR INUIT LTD**

**TEAMSTERS LOCAL 1999**

LIQUEURS DOUCES ET OUVRIERS

\_\_\_\_\_

\_\_\_\_\_  
DE DIVERSES INDUSTRIES,

LOCAL UNION 1999 (Teamsters)

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\_\_\_\_\_

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## ANNEX"A"

### ANNEX"A" WAGE RATES & PREMIUMS

#### DHC – 8

SERVICE	LEVEL	PROGRESSION %	ANNUAL RATE	RRSP 5%	TOTAL
0 - 12	Minimum		21 000,00 \$	1 050,00 \$	22 050,00 \$
12 - 24	1	5,5	22 155,00 \$	1 107,75 \$	23 262,75 \$
24 - 36	2	5,5	23 373,53 \$	1 168,68 \$	24 542,20 \$
36 - 48	3	5,5	24 659,07 \$	1 232,95 \$	25 892,02 \$
48 - 60	4	5,5	26 015,32 \$	1 300,77 \$	27 316,08 \$
60 - 72	5	5,5	27 446,16 \$	1 372,31 \$	28 818,47 \$
72 - 84	6	5,5	28 955,70 \$	1 447,78 \$	30 403,48 \$
84 - +	Maximum	5,5	30 548,26 \$	1 527,41 \$	32 075,68 \$

**ANNEX"A" (suite)**

**HS-748**

SERVICE	LEVEL	PROGRESSION %	ANNUAL RATE	RRSP 5%	TOTAL
0 - 12	Minimum	%	22 000,00 \$	1 100,00 \$	23 100,00 \$
12 - 24	1	5,5	23 210,00 \$	1 160,50 \$	24 370,50 \$
24 - 36	2	5,5	24 486,55 \$	1 224,33 \$	25 710,88 \$
36 - 48	3	5, 5	25 833, 31 \$	1 291,67 \$	27 124, 98 \$
48 - 60	4	5,5	27 254,14 \$	1 362,71 \$	28 616,85 \$
60 - 72	5	5,5	28 753,12 \$	1 437,66 \$	30 190,78 \$
72 - 84	6	5,5	30 334,54 \$	1 516,73 \$	31 851,27 \$
84 --	Maximum	5,5	32 002,94 \$	1 600,15 \$	33 603,09 \$

The annual salary included 4% of vacation, the Flight Attendant entitle to 6%, 8% or 10% of vacation paid shall add 2%, 4% or 6% to the previous salary.

The Flight Attendant classified on a particular scale in the previous collective agreement shall maintain his salary and receives a yearly increase equivalent to the cost of living of December 31 every year. The Flight Attendant who reaches the maximum of the scale receives a yearly increase of his salary equivalent to the cost of living of December 31 every year.

For the year 2001, a lump sum equivalent to 2% of every Flight Attendant salary on December 31<sup>st</sup>, 2001.

**TEMPORARY FLIGHT ATTENDANT:** A temporary Flight Attendant will follow the same scale that a regular Flight Attendant, he will accumulate one month of service by period of hundred sixty (160) working hours.

**SUPERVISORY & TRAINER POSITION PREMIUM;** The premium of a Flight Attendant on HS748 that accepts Supervisor's position will be \$2,000.00

per year. His tasks understand to produce the schedule of Rotational Flight Attendants, the administrative tasks related to the position and the link with the Chief Flight Attendant.

During the normal rotation, flight Attendants nominees as trainer by the Chief Flight Attendant, including the supervisor, will receive in excess of the normal salary to train new hired employees or to perform verification of Flight Attendants designed by the Direction on combi, passengers and cargo flight \$45.00 for each day he perform such tasks.

A Flight Attendant outside his duty time will receive \$25.00 for every hour dedicated to the specific training including the period of « briefing / debriefing » (Payment by the act)

**LINGUISTIC PREMIUM:** Flight Attendants mastering the Inuktitut language will receive a yearly premium of \$1,000.00.



**ANNEX "B"**

**ANNEX "B" UNION MEMBERSHIP DEDUCTION FORM**

APPLICATION FORM



**Teamsters**

I hereby apply for membership to be accepted with all the responsibilities being applied in the TEAMSTERS, BREWERY, SOFT DRINK, and MISCELLANEOUS WORKERS UNION.

**LOCAL 1999**

(Affiliated to the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America)

and authorize its representative to represent me in negotiating a Collective Labor Agreement with my Employer.

Date \_\_\_\_\_ 19\_\_\_\_\_  
Name \_\_\_\_\_  
Address Street \_\_\_\_\_  
City \_\_\_\_\_  
Tel.: \_\_\_\_\_ Postal Code \_\_\_\_\_  
Occupation \_\_\_\_\_  
Social Insurance No. \_\_\_\_\_  
Employer \_\_\_\_\_  
Proposed by \_\_\_\_\_  
I have paid the amount to \$ \_\_\_\_\_ admission fee.  
Signature \_\_\_\_\_

10605


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**ANNEX"D"**

**ANNEX"D" UNIFORMS**

Rotational Flight Attendants (*Women and Men*)

**UNIFORMS**

**ROTATIONNALS FLIGHT ATTENDANTS**

Item	Duration	INITIAL		RENEWAL	
		Employee	Company	Employee	Company
1- 3 seasons coat	3 years	50%	50%	0%	100%
1 parka*	3 years	50%	50%	0%	100%
2 jumpsuits*	1year	50%	50%	0%	100%
1 pair of mittens	1year	50%	50%	0%	100%
1 pair of boots	2years	50%	50%	0%	100%
1 pair of insulation boots	1 year	50%	50%	0%	100%
1 pair of boots soles	1 year	50%	50%	0%	100%
4 turtlenecks	1 year	50%	50%	0%	100%
Dry-cleaning (parka only)	2/ years \$25	0%	100%	0%	100%
1 pair of protective Boots*	2 years	50%	100%	0%	100%
2 pair of molded gloves	1 year	0%	100%	0%	100%
2 pair of Protec gloves	1 year	0%	100%	0%	100%
2 Winter tuques	1 year	0%	100%	0%	100%

The Company reserves the right to revise the list. Notwithstanding the foregoing items marked with an \* shall at all times form part of the uniform.

### ANNEX "D" (suite)

#### UNIFORMS Non-Rotational Flight Attendants (Men)

UNIFORMS ROTATIONNALS FLIGHT ATTENDANTS						
Item	Duration	Employee	INITIAL		RENEWAL	
			Company	Employee	Company	Employee
1- 3 seasons coat	3 ears	50%	50%	0%	100%	100%
1 parka*	3 ears	50%	50%	0%	100%	100%
1 jacket*	2 ears	50%	50%	0%	100%	100%
2 pairs of slacks*	2 ears	50%	50%	0%	100%	100%
1 wool sweater	2 ears	50%	50%	0%	100%	100%
4 shirts	1 year	50%	50%	0%	100%	100%
2 ties	1 year	50%	50%	0%	100%	100%
Dry-cleaning (parka)	2/ year / \$25	0%	100%	0%	100%	100%
Dry-cleaning (uniform)	12 years / \$25	0%	100%	0%	100%	100%
Footwear Allowance	1 per year \$50	0%	100%	0%	100%	100%

#### UNIFORMS Non-Rotational Flight Attendants ( Women)

UNIFORMS ROTATIONNALS FLIGHT ATTENDANTS						
Item	Duration	Employee	INITIAL		RENEWAL	
			Company	Employee	Company	Employee
1- 3 seasons coat	3 ears	50%	50%	0%	100%	100%
1 parka*	3 ears	50%	50%	0%	100%	100%
1 jacket*	2 ears	50%	50%	0%	100%	100%
2 pair of slacks* or 1 pair of slack and 1 skirt*	2 years	50%	50%	0%	100%	100%
1 wool sweater	2 years	50%	50%	0%	100%	100%
4 Blouses*	1 year	50%	50%	0%	100%	100%
2 Scarves	1 year	50%	50%	0%	100%	100%

Dry-cleaning (parka)	2/ year \$25	0%	100%	0%	100%
Dry-cleaning (uniform)	12/ years \$25	0%	100%	0%	100%
Footwear Allowance	1 per year \$50	0%	100%	0%	100%

The Company reserves the right to revise the list. Notwithstanding the foregoing items marked with an \* shall at all times form part of the uniform.

## **ANNEX"E"**

### **ANNEX"E" JOB DESCRIPTION**

The Union acknowledges that the Company's operations take place in a territory and in an environment where resources, whether material or human, are scarce, limited and of irregular reliability. In such a situation, it is obvious that the particular duties typical to the operations in a northern environment shall be accomplished by the Flight Attendants.

Together the Company and the Flight Attendants will try to maximize the use of flight and Duty Hours in a common goal of profitability.

No tasks thereafter described shall interfere with any disposition of this agreement, neither affect in any manner the physic integrity of a Flight Attendant or constitute a danger for his health and safety.

- 1- Accomplish all tasks described in the Flight Attendants' Manual and those included in the policies established by Company's management;
2. Participate in/be responsible for the unloading and offloading of cargo/baggage depending on the available ground support, without impeding the security of the passengers;
3. At each destination, verify the cleanliness of the cabin, Le., empty the seat pockets of their contents, buckle the safety belts, check the cleanliness of the cabin floor, empty the trash, check the cleanliness of the toilet;
4. Assist in/be responsible for the maintenance of the cabin/ kitchenette/ toilet as stipulated in the Flight Attendants' Manual;






**LETTERS OF UNDERSTANDINGS**

**Letter of understanding #1**

In spite of arrangements of the article 6.01, parties agree that Mrs. Helen Tremblay is exempted of delays of this article, to the condition that if she comes back to work as Flight Attendant, she won't displace anybody nor won't enter in conflict of block scheduling, in conflict of vacation choice nor in conflict of holiday choice with the other Flight Attendant.

**Letter of understanding #2**

In spite of arrangements of the article 13A.04 c), parts agree that if the collective agreement of pilots is modified at 117 days, the collective agreement of the Flight Attendants will have the same application then.