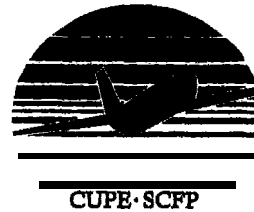


ROYAL

1991-1992



AGREEMENT #1

between

ROYAL AIRLINES

and the

AIRLINE DIVISION

of the

CANADIAN UNION  
OF PUBLIC EMPLOYEES

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MEMORANDUM OF AGREEMENT	

## **Preamble**

This Agreement is made and entered into by and between Royal Airlines hereinafter referred to as "The Company" and Canadian Union of Public Employee (Airline Division) hereinafter referred to as "The Union".

## **ARTICLE 1 PURPOSE**

1.01 The purpose of this Agreement is to promote the mutual interests of the Company and the employees and to maintain the safety of air transportation, the efficiency and economy of operations, a high degree of quality of flight operations and **customer** service, and to establish the necessary procedures and provisions to assist both the Company and the Union in accomplishing these objectives. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of co-operation is essential for the interest and purpose of this Agreement.

### **1.02 Official Languages**

1.02.01 The English and French language versions of this Collective Agreement are both official. In the event the two versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated will prevail.

1.02.02 All Company correspondence, safety and service procedures addressed to a Cabin Attendant will be in the official language of the Cabin Attendant's choice.

1.02.03 Recurrent written training exams and other written examinations shall be in the official language of the Cabin Attendant's choice.

1.02.04 The Company agrees to produce a copy of the Flight Attendant Manual in both official languages not later than one (1) year from the signing of the agreement.

## ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for all Cabin Personnel employed by the Company in accordance with the Canadian Industrial Relations Board certification of May 5, 2000.
- 2.02 The Company recognizes that classifications not included in the above certification shall not perform the work of Cabin Personnel covered by this Agreement.
- 2.03 All passenger flights operated by the Company on its' owned or leased aircraft will be crewed by Cabin Personnel whose names appear on the Cabin Personnel System Seniority List unless otherwise provided in this Agreement.
- Exception: A reciprocal exchange of aircraft between another carrier and the Company where Cabin Personnel from that other carrier and Royal Airlines operate each other's aircraft.
- Exception: Where an aircraft is mechanical or because of weather delays, in order to continue the operation, the Company can sub-charter another carrier to complete the flight.
- Exception: Where an aircraft is removed from the Company's fleet and is sub- leased to another carrier,
- 2.04 No Cabin Attendant covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.

### 2.05 Meeting with New Employees

An officer of the Union shall be given an opportunity to address new employees during the last week of training for the purpose of acquainting the new members with the benefits and duties of Union membership. The Union shall also have the right to sign up new members at this meeting.

## 2.06 CUPE Office

The Company will provide the following:

- 2.06.01 Component: A shared office with space available for a desk, filing cabinet, telephone, fax machine and computer in Toronto until separate office space in Toronto is available for a filing cabinet, desk, telephone, fax machine and computer.
- 2.06.02 Local 4083: A shared office in Mirabel Airport with space for a filing cabinet and office space at the Company headquarters when available with space available for a filing cabinet, desk, telephone, fax machine and computer.
- 2.06.03 Local 4084: Shared office space in the Company common meeting room at the Toronto Airport for a minimum of two (2) days per week between Monday to Friday 0900 to 1700 hours until separate office space is available for a filing cabinet, desk, telephone, fax machine and computer.
- 2.06.04 Local 4085: Shared office space at the Vancouver Airport with space for a filing cabinet until separate office space is available for a filing cabinet, desk, telephone, fax machine and computer.

## 2.07 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Company which conflicts with the terms of this Agreement.

No specific agreement relating to working conditions that is different from or not covered by this Agreement will be valid unless it has been signed by the Component President or their designee.

## 2.08 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Union or any other advisors when dealing with or negotiating with the Company. Such representatives/advisors shall have access to the Company's premises where accompanied by a Union officer who is an employee or by invitation in order to deal with any matters arising out of this Agreement.

- 2.09 The Union agrees to provide the Company with a list of Cabin Personnel designated as officers of the Union.
- 2.10 This Agreement does not apply to Cabin Personnel in initial training.

2.11 In the event that the Company changes ownership, merges with another airline, changes its corporate identity in any way, including the establishment of a subsidiary or by forming a partnership with one (1) or more airlines, or sells or transfers its assets in whole or in part, This Agreement will remain in full force and effect, and the certificate in force at that time and issued by the Canada Industrial Relation Board (CIRB) will not be affected in any way unless provisions to the contrary are contained in applicable legislation.

2.12 The Union will be notified as soon as the Company decides to:

2.12.01 Operate new aircraft not provided for in this Agreement;

2.12.02 Introduce new or substantially changed customer service, or

2.12.03 Operate with modified aircraft:

in order to initiate and conclude negotiations on salaries and working conditions, if necessary.

### ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union recognizes the sole right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments. The Company may alter from time to time rules and regulations to be observed by employees, such rules and regulations shall not be inconsistent with this Agreement and shall be in writing.
- 3.02 It is the exclusive function of the Company to manage generally the commercial enterprise in which the Company is engaged and to determine the number and location of bases, location of aircraft, types of aircraft to be operated, route patterns and tariffs.
- 3.03 No Contracting Out

The Company agrees that there shall be no contracting out of the work of Cabin Personnel unless expressly agreed in writing by the Union.

Exception: a) C and D aircraft checks

b) In the event that the Company requires additional flying and all Cabin Personnel are currently working or will be working for the duration of the subcontract. This exception shall expire after sixty (60) days.

- 3.04 The Company agrees that its rights shall be exercised fairly and equitably and in such a manner as to maintain good working conditions and to promote harmonious relations with the union.
- 3.05 The Company shall have the right to hire and to discipline or discharge for just cause.



## **ARTICLE 4 DEFINITIONS**

### **4.01 Agreement**

Means the Collective Agreement, Letters of Understanding, Block Rules and any other letters and agreements negotiated between the Company and the Union, including amendments or interpretations agreed to.

### **4.02 Base**

Means a geographical location designated by the Company which is the domicile of an employee or group of employees from which scheduled and non-scheduled flying is accomplished.

### **4.03 Block/Bid Period**

Means a schedule of twenty-eight (28) days duration.

### **4.04 Block to Block**

Means the time beginning when the Blocks are inserted, at the time of arrival, and ending when the Blocks are removed, upon departure.

### **4.05 Blockholder**

Means a Cabin Attendant who holds a Block.

### **4.06 Cabin Personnel, Cabin Attendant or Employee**

Means Flight Attendant and In-Flight Director

### **4.07 Classifications**

4.07.01 Cabin Personnel are responsible for performing all enroute passenger cabin service and for performing these duties for the safety, welfare, comfort of passengers. Each Cabin Personnel falls within one (1) of the following classifications.

#### **4.07.02 Flight Attendant-Responsibilities**

When assigned to a flight, a Flight Attendant is responsible for the performance of all ground and enroute passenger cabin services as well as station duties relating to the flight and necessary enroute Customs, Immigration and Health procedures.

#### 4.07.03 In-Flight Director (IFD) - Responsibilities

A Cabin Attendant is considered to be an In-Flight Director if he/she holds a position according to the pertinent terms and conditions of this Agreement. For the purposes of this Agreement, In-flight Director will be considered a separate classification. On all flights it is agreed that the In-Flight Director is in charge of cabin duties.

##### 4.07.03.01 Responsibilities

The In-Flight Director shall ensure that the flight is operated according to Company service standards and shall distribute the work to the rest of the Cabin Personnel as prescribed by the Company. Without limiting the generality of the foregoing, the In-Flight Director will perform the following responsibilities:

- ensure the safety and comfort of passengers onboard the aircraft;
- check the knowledge of Cabin Personnel by holding a briefing before departure;
- coordinate the in-flight emergency equipment check;
- supervise and take part in providing all services in their entirety as defined by In-flight Service;
- ensure that the various legal documents are available and gather pertinent information about the flight ;
- ensure that there are sufficient supplies for the various in-flight services;
- liaise with the employees serving at the counter and the flight deck;
- take part in hiring procedures but not the final determination to hire;
- supervise Cabin Personnel in the event of an emergency and take certain safety measures, as required;
- ensure appropriate announcements are made to passengers;
- gather the amounts of money collected in flight, prepare the deposit and fill out related documents ;
- give passengers' explanations and assistance for conforming to Customs and Immigration procedures;
- fill out legal documents required by government authorities at destinations;
- ensure that the quality of service meets standards set by the Company and that the various standards, guidelines and policies of the Company are known and respected by Cabin Personnel; for this purpose, he/she takes part in reviewing Cabin Personnel's performance in keeping with the terms and conditions of Article 23.05.01 and in accordance with the form in Appendix "D".
- liaise with the various authorities, the Company and Cabin Personnel when-away from Home Base;
- perform all other related tasks.

#### **4.08 Company**

Means Royal Aviation Inc

#### **4.09 Data of Hire**

Means the first (1<sup>st</sup>) day of initial training. Where there is more than one Cabin Attendant hired on the same date their seniority shall be determined by company policy as at February 1, 2001.

#### **4.10 Day**

Means a continuous twenty-four (24) hour period between 00:00 and 23:59.

#### **4.11 Deadhead**

Means traveling from one location to another by air or surface travel while free from flight duties.

#### **4.12 Duty Period**

Means a period of work between two (2) legal rest periods.  
A duty period shall run continuously until broken by a legal rest period

#### **4.13 Ferry Flight**

Means some form of travel to place a crew on a Company flight on which there are no revenue passengers.

#### **4.14 Flight Time**

Means the time elapsed between when the Blocks are removed, at time of departure, and ends when Blocks are inserted upon arrival

#### **4.15 Foreign, Languages**

Means any language other than the two (2) official languages of Canada.

#### **4.16 Grey Day**

Means days off other than Guaranteed days off. These days are blank in the Blocks.

**4.17 Guaranteed Days Off (GDO)**

Means a twenty-four (24) hour period from midnight to midnight, during which a Cabin Attendant who has returned to his/her Home Base is free from all work-related duties and cannot be assigned any work except as provided in this agreement. These days are identified on the Blocks by the letter X.

**4.18 Home Base**

Means the station where a Cabin Attendant is permanently or temporarily assigned.

**4.19 Minimum Block Guarantee (MBG)**

Means the minimum amount Cabin Personnel will be paid by the Company in any block period as per Article 6.01.

**4.20 Month**

Means a calendar month.

**4.21 Open Flight**

Means a pairing that has not been assigned during the Block awards or a pairing that becomes available during the block period.

**4.22 Overseas Operation**

Means any operation conducted from any point in North America to any landing point outside the limits set according to the map in Appendix "A" of this Agreement. Any other flight is considered to be a domestic flight.

**4.23 Pairing**

Means a series of flights starting with a flight or a deadhead that takes a Cabin Attendant away from his/her Home Base and that ends with a flight or a deadhead that brings the Cabin Attendant back to his/her home base.

**4.24 Permanent Employee**

Means an Employee who is working as a Cabin Attendant and who has completed his/her probationary period as defined in Article 16.

**4.25 Prone Rest**

Means a complete period of rest starting from the time the last Cabin Attendant receives the key to his/her room and it is available for his/her to rest, until one (1) hour before pick-up for transportation to the airport.

**4.26 Regular Block, Reserve Block, Mixed Block, Shared Block**

Means a Cabin Attendant's work schedule for a given bid period.

**4.27 Regular Blockholder**

Means a Cabin Attendant awarded or assigned a Regular Block.

**4.28 Reserve Blockholder**

Means a Cabin Attendant awarded or assigned a Reserve Block.

**4.29 Reserve Day**

Means a period as provided for in Article B10, during which a Cabin Attendant is obliged to remain on call for flight duty. These days are identified in the Blocks by RAM and RPM.

**4.30 Rest Period**

Means a continuous rest period at or away from Base. The company will provide the Cabin Attendant with a private room when away from his/her Base and the Cabin Attendant will be free from all responsibilities.

**4.31 Subcontract**

Means Aircraft Crew Maintenance Insurance and flights or series of flights where the aircraft is leased to a third party or operated on behalf of a third party.

**4.32 Temporary Base**

Means a station operating or projected to operate for a period of at least three (3) calendar months but no more than six (6) months.

**4.33 Probationary Employee**

Means a Cabin Attendant who has not completed six (6) months cumulative with the company.

4.34 Union

Means the Canadian Union of Public Employees

4.35 Year

Means a full calendar year, from January 1 to December 31

**ARTICLE 5 RATES OF PAY AND PREMIUMS**

5.01 The following rates of pay shall apply to Cabin Attendants:

	<u>Dec</u>	<u>Dec1/01</u>	<u>May 1/02</u>
<b>0-1 years</b>	20.28	21.09	21.51
<b>1-2 years</b>	22.78	23.69	24.16
<b>2-3 years</b>	24.38	25.35	25.86
<b>3-4 years</b>	25.78	26.81	27.35
<b>4-5 years</b>	27.40	28.50	29.07
<b>5-6 years</b>	28.06	29.18	29.76
<b>6-7 years</b>	30.01	31.21	31.83
<b>7-8 years</b>	32.12	33.40	34.07

5.02 A Cabin Attendant holding the position of In-Flight Director will receive the following premium for all flight hours and credits earned:

<u>Dec 1, 2000</u>	<u>Dec 1, 2001</u>	<u>May 1, 2002</u>
\$12.00	\$12.50	\$13.00

**5.03 Draft Premium**

Cabin Personnel shall receive a draft premium equivalent to two (2) hours at the applicable rate of pay plus classification premium, if applicable, for each draft which shall be paid as an expense on the Cabin Attendants pay cheque as per Article 5.11.

**5.04 Overtime Premium**

Cabin Personnel who operate over eighty-five (85) hours in a bid period shall be paid at one half times ( $\frac{1}{2} \times$ ) their hourly rate of pay plus classification premium, if applicable, for all Flight Time Credits over eighty-five (85) hours.

**5.05 Ground Time**

Where Cabin Personnel are required to remain with passengers due to delay, weather, or scheduling, the actual time spent shall be credited at one half ( $\frac{1}{2}$ ) their applicable hourly rate and premiums. No claim shall be accepted for the first thirty (30) minutes of ground time. Ground time claims shall be for pay purposes only.

#### 5.06 Pay Credits

Pay credits applicable under the following provision of this agreement will be credited in addition to the minimum block guarantee (MBG):

- 5.02 IFD Premium
- 5.03 Draft Premium
- 5.04 Overtime Premium
- 5.05 Ground Time
- 23.02.05 Short Crew Premium
- B5.06 Duty Day Extension Premium
- B9.06 Additional Draft Credit
- B10.11 Open Flying on Guarantee Days Off for Reserve Blockholders

#### 5.07 Overpayments

Where the Company is recovering an overpayment, a schedule of repayment by payroll deduction shall be arranged by mutual agreement between the employee and the Company and subject to a maximum deduction of one hundred dollars (\$100.00) per pay period.

#### 5.08 Underpayments

Where an employee claims an underpayment, the Company shall verify the claim immediately. Where the Company owes the employee money the Company shall issue a cheque to the employee for the amount within five (5) working days from the time the underpayment was reported. Where the Company disputes the claim the dispute may be grieved by the employee and the Union and the grievance shall be submitted to Level II of the grievance procedure.

#### 5.09 No Deductions

The Company shall not make a deduction in respect of damage to property, or loss of money or property, if any person other than the employee had access to the property or money in question.

#### 5.10 Duty Free Commission

Cabin Personnel shall be paid a commission on all duty free sales equal to eight percent (8%) of the onboard sales or pre-orders for their flight (s) operated and shall receive a twenty percent (20%) discount on the purchase of duty free items.



#### 5.11 Cabin Personnel Pay Schedule

Cabin Attendants shall be paid every two (2) weeks by direct deposit to the employees' bank account. Each pay cheque shall include not less than one half (1/2) of the employee's applicable minimum block guarantee including IFD premium if applicable for each pay period. Overtime, draft premiums and other premiums and pay credits shall be paid on the first (1<sup>st</sup>) pay cheque of the subsequent bid period following the bid period in which they were earned.

ARTICLE 6 FLIGHT AND DUTY TIME CREDITS

6.01 Cabin Personnel on duty for one (1) full bid period will receive Minimum Block Guarantee as follows:

6.01.01 **Regular and Reserve Blocks**

Seventy-five (75) hours at the applicable hourly rate, for all Cabin Personnel.

6.01.02 **Reserve Operating Over 85 Hours**

When Reserve Blockholders reach eighty-five (85) hours, operating additional flights shall be on a voluntary basis. When a reserve blockholder reaches eighty-five (85) hours and they do not wish to exceed eighty-five (85) hours they shall have the right to be released from the remainder of their reserve days and Article B10.11 shall apply.

6.01.03 Where Cabin Personnel operate for part of a bid period for any reason their Minimum Block Guarantee shall be prorated as per Appendix "E".

6.02 **Reclassification**

When a Cabin Attendant is assigned to a pairing in a classification other than his own, the following will apply:

6.02.01 **Higher Classification**

When assigned to a higher classification, the Cabin Attendant will be paid at the hourly rate corresponding to his/her seniority plus the premium related to the higher classification. In the event that the Cabin Attendant operates more than thirty-seven point five (37.5) hours in the higher classification they will be paid the hourly rate and premium corresponding to the higher classification for the entire block.

6.02.02 **Lower Classification**

In a block period, when assigned to a flight in a lower classification, the Cabin Attendant will be paid as though he/she had been assigned to his/her own classification.

### 6.03 Flight Time Credits

Cabin Personnel shall receive flight time credits for any duty period as follows:

- 6.03.01 Flight Time Credits stipulated below will be calculated to the nearest minute as follows and shall be the greater of:
- 1) The actual flight time, or
  - 2) The scheduled flight time as indicated in Cabin Personnel's Blocks, or
  - 3) The Minimum Duty Period Guarantee: four (4) hours, or
  - 4) The Duty Period Guarantee (DPG) (1 in 2) of one half (1/2) the total duty period, or
  - 5) The Trip Hour Guarantee (THG) (1 in 6): one (1) hour of flight time credit for each six (6) hours of the total duty period commencing at the scheduled reporting time at home base until release from duty at home base after the last flight in the pairing, or
  - 6) Minimum credit of six (6) hours when the number of flight legs exceeds three (3) legs per duty period and the duty period is greater than eight (8) hours.

### 6.04 Deadhead Credits

For all deadheading, Cabin Personnel shall receive the following:

- 6.04.01 Four (4) flight time hours, or
- 6.04.02 One half (1/2) of the time from scheduled departure to scheduled arrival (or actual if greater) at final destination plus thirty (30) minutes for domestic flights and one (1) hour for international flights.
- 6.04.03 Any duty period commencing with a deadhead will start at the required check-in time as per B5.01 for that flight, or in the case of ground transportation will commence 15 minutes prior to the scheduled pick-up time. In the event that the accommodation is at the airport and transportation is not used or arrival is at home base, a thirty (30) minute credit will be added to the flight time credits for that duty period. This thirty (30) minute credit does not apply for planning purposes. In this case, planned arrival time of transportation used will apply.
- 6.04.04 The scheduled flight time will be used to calculate the flight time credit when the deadhead is on a carrier other than Royal with a minimum as per Article 6.04.01 & 6.04.02.

6.04.05 Employees will not be required to deadhead on a jumpseat.

6.04.06 Where Cabin Personnel are required to operate a flight and deadhead in the same duty period the flight time credits shall be the greater of one half (1/2) the time of the deadhead plus the actual or scheduled flight time credits or Article 6.03.013) or 4) or, 5).

**6.05 Ferry Flight**

During a ferry flight Cabin Personnel will be credited with the flight time credits as per 6.03.01.

**6.06 Training or Company Meeting**

A four (4) hour flight time credit will be granted for each day of training or to attend a company meeting. Company training or meetings will not be scheduled for periods exceeding eight (8) hours per calendar day with one (1) hour for lunch. Each hour in excess of eight (8) hours spent in meetings or training will be paid at the employee's applicable hourly rate and IFD premium, if applicable.

**6.07 Reserve Day Credits**

Cabin Personnel shall receive a minimum flight time credit of four (4) hours on each day on reserve or their flight time credits, whichever is greater.

## **ARTICLE 7 TRANSPORTATION, EXPENSES AND ALLOWANCES**

7.01 Ground transportation allowances and transportation will be paid as follows:

### **7.01.01 Layovers**

The Company will provide ground transportation between the airport and layover accommodations. Transportation as above must be available within sixty (60) minutes of flight arrival or a taxi may be used.

### **7.01.02 Home Ease**

On returning from a trip, when a Cabin Attendant has exceeded the scheduled duty period limitation, the Company will provide the Cabin Attendant, who so requests, with the Cabin Attendant's choice of round-trip transportation by taxi between the airport and his/her home or with accommodations at the closest hotel.

7.01.03 A Cabin Attendant who starts and ends his/her trip at different airports is entitled to transportation before and after his/her trip, as indicated on the Block when it is issued. In the case where the Cabin Attendant's Block is changed after it is issued, he/she will be issued a transport voucher for travel to his/her home.

7.01.04 The Company will provide ground transportation between the location where the Cabin Personnel reports for his/her trip and the aircraft.

7.02 At Home Base, the Company will provide free, parking for all Cabin Personnel.

### **7.03 Type of Transportation**

#### **7.03.01 By Air**

On Company flights when deadheading for Company business, Cabin Attendants, will be booked in economy and upgraded according to seniority at flight time, if available.

On other airlines, Cabin Attendants who are deadheading will be booked in Economy Class.

Cabin Attendants shall be booked in the same class as the pilots on all flights.

#### 7.03.02 By Train

The Company cannot plan any deadheading by train of a total duration of over four (4) hours. All deadheading will be booked in First Class.

#### 7.03.03 By Bus

The Company cannot plan any deadheading by bus of a total duration of over three and one half (3½) hours. All deadheading will be carried out in buses chartered exclusively for Cabin Personnel with enough space to accommodate all crew at one time.

7.03.04 Any deadheading by bus whose total duration is over one and one half (1½) hours will be carried out in a motor coach with at least thirty (30) seats and washroom facilities onboard.

7.03.05 Changes to Articles 7.03.02, 7.03.03 and 7.03.04 shall be by mutual agreement and in writing between the Company and the Union.

#### 7.04 Deadheading only, in a **duty period**

When deadheading only in a duty period B5.02.01 and B5.02.02 shall apply.

#### 7.05 Transportation between airport and hotel and vice versa

The Company may use hotel shuttle buses in order to transport Cabin Personnel between the airport and the hotel or vice versa, as long as it is not a case of deadheading.

7.06 The Company cannot schedule Cabin Personnel to use the same ground transportation as passengers on leaving the aircraft nor to use public transit (bus, metro).

#### 7.07 Intra-airport transportation

Cabin Personnel may be obliged to use the transportation provided by the airport authority for travel from one terminal to another located at the same airport.

#### 7.08 Expense allowances, **Meal Allowances and other Allowances**

Per Diem below will be calculated and paid from the time of scheduled arrival to the time of scheduled flight departure including time while deadheading. If the actual time of departure of the return flight is later than the scheduled time of departure, the Company will deposit the difference into the IFD's debit account as soon as possible after *notification*. Where a decrease to the per diem is required, Crew Scheduling will advise the IFD prior to the departure time of the flight of the amount to be returned.

7.08.01		<b>Outside Canada CDN Funds</b>	<b>Within Canada CDN Funds</b>	<b>Mexico, USA Hawaii (US Funds)</b>
	<b>Upon Ratifying The agreement</b>	\$5.00	\$3.00	\$3.00

7.08.02 Meal allowances will be payable when a Cabin Attendant has to give their meal or snack to a passenger on a Royal Aviation flight, if the designated meal(s) is not provided except as per Article 7.12.01 where a meal allowance is already provided, or if the Cabin Attendant is unable to eat their meal because of the execution of their duties as per B6.05, as follows based on local departure time:

Breakfast	0400 - 1059	\$10.00
Lunch	1100 - 1559	\$15.00
Dinner	1600 - 2159	\$20.00
Snack	2200 - 0359	\$8.00

The expenses are to be submitted to the Base Manager with an explanation as to why the claim is being made. Meal allowances will be paid by as expense cheque on the fifteenth (15<sup>th</sup>) and the thirtieth (30<sup>th</sup>) of each month provided the claim is submitted within three (3) working days of the fifteenth (15<sup>th</sup>) or the thirtieth (30<sup>th</sup>). Where a request is not approved, the decision and reasons shall be provided to the Cabin Attendant (s) involved within seven (7) days.

Meal allowances will be provided when operating flight legs scheduled less than one and one half (1½) hours flight time, unless the Meal and Allowance Committee recommends otherwise. In this case the expense amount would be placed in the IFD's account and given to the Cabin Attendant prior to departure of the flight.

- 7.08.03 Per diem will be paid to a Cabin Attendant prior to their departure from their base. Any additional per diem owed, as a result of a delay or extension to a layover will be deposited into the IFD account in order to be paid during the layover.
- 7.09 The Company shall provide meal allowances as above for Cabin Personnel in training or who are required to attend Company meetings. This allowance will be paid on the day of the training or meetings.
- 7.10 Cabin Personnel shall receive no less crew meals or allowance/per diem than those provided to the Pilots under similar conditions.

7.11 All ferry flights and deadheading on any flight longer than two (2) hours where meals are not provided will receive the applicable hourly per diem rate for that flight.

**7.12 Meal and Allowance Committee**

The Union and the Company will meet quarterly to review the crew meals provided to Cabin Personnel to ensure that they provide quality, nutrition and variety and that the allowances are sufficient. Recommendations shall be brought to Labour/Management meetings for discussion and implementation.

7.12.01 The meal and allowance committee shall make recommendations for each block period for those pairings where there is no time to eat a meal and where an allowance should be paid instead as per Article 7.08.02.

**7.13 Loss of Luggage**

7.13.01 The Company will compensate the Cabin Attendant for the loss of his/her luggage and its contents, up to a maximum of five hundred dollars (\$500), when a loss occurs while the Cabin Attendant is on duty or during a layover. A copy of the baggage claim report shall be submitted to the Base Manager along with the expense claim.

7.13.02 In the event of a temporary loss of his/her luggage, the Cabin Attendant will be granted one hundred dollars (\$100) for the first day and fifty dollars (\$50) for each subsequent day, up to a maximum of three hundred dollars (\$300).

7.13.03 Where a third party has lost the employee's luggage, the Cabin Attendant shall submit a claim to such third party. The Company shall compensate the employee as per Article 7.13.01 and 7.13.02 and the employee shall reimburse the Company for the lesser of the full amount received from the third party or the amount paid by the Company.

7.13.04 This compensation will be paid by an expense cheque, which will be issued within five (5) business days of completing and submitting the claim. When away from base, the IFD will provide the compensation to the Cabin Attendant. The Company will transfer sufficient monies in to the IFD's per diem account for this purpose.

**7.14 Expenses Absorbed by the Company**

The Company will absorb all of the cost of the following expenses:



- 7.14.01 Medical examinations required by the Company or vaccinations recommended by the World Health Organization, the Company Medical Officer, the Cabin Attendants Doctor or the CUPE Health and Safety Committee.
- 7.14.02 Passports and passport pictures
- 7.14.03 Visas
- 7.14.04 Mileage of thirty-five (35) cents per kilometer when required to attend to business relating to Royal Aviation at other than the airport(s) at Cabin Attendant's Home Base or the Company's offices.
- Eg. Uniform fittings, suitcase repairs or PR work
- 7.15 In the event of a delay of more than two (2) hours when a Cabin Attendant does not return home as scheduled the Company will bear the cost of up to a ten (10) minute phone call home.
- 7.16 Temporary Base Expenses
- 7.16.01 To cover expenses incurred by Cabin Personnel wishing to relocate to a temporary base the Company will pay the following expenses:
- a) Three (3) Guaranteed Days Off and four (4) Grey Days will be indicated on the schedule to allow the Cabin Personnel to move to their temporary base. The four (4) grey days shall be designated on the blocks by an "M".
  - b) Three (3) Guaranteed Days Off and four (4) Grey Days will be indicated on the schedule to allow the Cabin Personnel to return to their permanent base. The four (4) grey days shall be designated on the blocks by an "M".
  - c) A hotel for a maximum of seven (7) nights, which will be requested through the planning department.
- 7.16.02 In the event that the Company fills IFD position(s) at a temporary base(s) with IFD's from another base, the terms and conditions shall be agreed upon between the Union and the Company.
- 7.16.03 Article 7.20.01 and 7.20.04 shall apply to Cabin Personnel who relocate to a temporary base.

**7.17.01 Hotel Accommodation**

The Company will provide hotel accommodation for Cabin Personnel away from their home or temporary bases with adequate facilities at not less than a three (3) star hotel as follows:

- a) Each Cabin Personnel will be provided with their own room on a single occupancy basis;
- b) Each room will have a security feature providing means for locking the room in such a fashion that it may not be opened from the outside;
- c) When signing contracts with hotels the Company will include a stipulation that no ground level rooms will be issued to Cabin Personnel;
- d) Where a duty period includes a station stop of more than four (4) hours a hotel room in the vicinity of the airport shall be provided.

**7.17.02 The following shall be used as a guideline only for the Hotel Accommodation Committee:**

- A) Hotels selected will be in the geographical center of the main city served by the airport of arrival;
- B) Fitness facilities;
- C) Double beds/ two single beds
- D) Public Transportation
- E) Air conditioning and heating controls;
- F) Night/blackout curtains;
- G) 24 hour room service;

**7.17.03 Hotel Accommodation Committee**

- 7.17.03.01** The company recognizes the creation of a Hotel Accommodation Committee which will visit and inspect all accommodation, and alternative accommodation, to be used by Cabin Personnel to ensure safety, security, hygiene and other factors relating to appropriate accommodation. The flight releases, accommodation and per diem cost shall be assumed by the Company for all meetings with the Company.

7.17.03.02 The Committee members from the Union shall consist of one (1) member from each permanent base and a Chairperson, all of whom will be designated by the Union.

7.17.03.03 The Company shall assume the cost of flight releases, accommodation and per diem of one (1) Union Hotel Accommodation Committee member per hotel inspection,

**7.18 Ground Transportation**

7.18.01 Special Cabs will be provided to and from the airport to Cabin Personnel, other than those holding reserve blocks, when drafted or assigned to operate a flight with less than three (3) hours notice:

7.18.02 Special Cabs will be provided when requested from the airport in event of a delay when home base public transportation is not available:

**7.19 Moving Assistance**

Permanent employees who transfer from one base to another shall pay their own moving expenses to the new base except as provided in Article 7.16 and as per Article 7.20.

**7.20 Transportation, Hotel, Time Off and House Hold Effects**

The Company shall provide and assume the cost of the following moving assistance:

**7.20.01 Transportation**

The employee and the employee's immediate family as per Article 11.13.01 a) will be allowed positive space passes on the Company's system in order to move to the new base.

**7.20.02 Hotel**

The Company will book the hotels for the employee and family members at the new base for a period not to exceed seven (7) days

**7.20.03 Time Off**

An employee shall be allowed a reasonable period between the time he/she is relieved of his/her duties and the time he/she is to report at the new location. Such time shall be established in advance and have regard to the means of travel. This period of time shall be no less than seven (7) days. This period shall include three (3) GDO's and four moving days (M) at four (4) hours flight time credit per day.

7.20.04 House Hold Effects

The employee will be allowed to move household personal effects on Royal Aviation or Royal Cargo on a space available basis up to a maximum of 10,000 lbs. Gross weight plus an additional 1,000 lbs. for each family member.

- 7.21 In the event of a permanent base closure or lay off of more than three (3) months at a permanent base, permanent employees who move to another permanent base to retain their employment shall be entitled to moving expenses as per Article 7.20.
- 7.22 Where Cabin Attendants are scheduled for ground transportation away from home base without pilots, the Company will provide the IFD with ten dollars Canadian funds (\$10.00 CAN) **per leg of ground** transportation used for tips, If there is no IFD, the amount will be given to the senior flight attendant. This amount will be reduced to five dollars Canadian funds (\$5.00 CAN) per leg where there are four (4) Cabin Attendants or less.

**ARTICLE 8 UNIFORMS**

8.01 When Company regulations require a Cabin Attendant to wear a uniform, the following will apply:

8.01.01 The Company and the employee will share the cost (50%/50%) of the employee's first uniform.

8.01.02 Each subsequent uniform will be provided at the cost of the Company, on an annual basis except as per Article 8.01.05.

8.01.03 All uniform pieces shall be new and not previously used, except that used luggage may be offered to Probationary employees at a reduced price

8.01.04 Cabin Personnel shall have the option of purchasing additional uniform pieces at fifty percent (50%) Company cost. This cost shall be deducted from the employee's pay cheque at a maximum of twenty-five dollars (\$25.00) per pay.

8.01.05 The uniform will include:

- 2 jackets
- 3\*skirts/ pants (as per Cabin Attendant's choice)
- 6 blouses or shirts (short sleeve or long sleeve at the Cabin Attendants choice\*\*\*)
- 2\***Bow ties/silk scarf\*\***
- 2 \*\*neck ties
- 1 belt
- 1 \*purse
- 1 pair of gloves – as of May 1, 2001
- 1 cardigan sweater – as of May 1, 2001
- 1 \*\*\*dress
- 2 \*\*\*vests
- 1 insignia pin, as needed
- 1 wool scarf, as needed

NOTE: \* Female only  
\*\* Male only

\*\*\* will only be available with a new uniform unless implementation of a new uniform is longer than 1 year from date of signing the agreement.

8.01.06 Every second year, at the time of renewal of the uniform pieces, a flight attendant will receive the following, in addition to the above items:

- 1 trench coat
- 1 crew bag
- 1 suitcase (medium or large at the Cabin Attendant's choice)
- 1 garment bag -- as of May 1, 2001

**8.02 Maternity Uniform**

The maternity uniform shall be provided to Cabin Personnel at no cost and shall consist of:

- 1 tunic (on loan )
- 2 blouses
- 2 skirts/pants
- Winter Coat (on loan and replaced as needed)

8.03 If a uniform or part of a uniform is damaged or stolen the Company will replace such uniform or part(s) at no cost to the employee provided it is reported to the IFD or Base Manager.

8.03.01 Where a suitcase is in need of repair, the suitcase will be submitted to a predetermined location and the employee will be given a suitcase on loan until the repairs are completed and Article 7.14.04 shall apply. After thirty (30) days, the Cabin Attendant shall be given a new suitcase if repairs are not completed.

**8.04 Uniform Committee**

A Uniform Committee shall be chosen by the Union to consult with the Company prior to the purchase of new or replacement uniforms and/or components. The consultation shall concern the style, colour and quality of the proposed uniform.

8.05 Patent leather shoes shall be worn until a new uniform is implemented unless the implementation of a new uniform is after December 1, 2002 at which time the Cabin Personnel shoes shall be leather.

**8.06 Cleaning Allowance**

The Company shall provide each Cabin Attendant with a cleaning allowance of fifty dollars (\$50.00) per block period.

8.07 Shoe Allowance

The Company shall provide a shoe allowance on February 1<sup>st</sup> of each year of one (1) hundred dollars (\$100) without receipts.

ARTICLE 9 VACATION AND GENERAL HOLIDAYS

9.01 The vacation year shall commence on January 1<sup>st</sup> of each year and end on December 31<sup>st</sup> of the same year.

9.02 The vacation period entitlement shall be determined by the completed time of company service prior to January 1<sup>st</sup> of each year as follows:

less than one complete year	prorated as per Article 9.03
one (1) complete year or more	10 weekdays
five (5) complete years or more	15 weekdays

NOTE: Where an employee reaches five (5) complete years they shall be allowed to bid for the additional five (5) days of vacation in the vacation periods that occur after the date the employee reaches five (5) complete years.

9.03 The vacation period entitlement will be pro rated for any partial year of service as follows:

less than fifteen (15) days = 0 days

fifteen (15) days or more = one (1) day for each full month of employment

one (1) day per full month of employment up to a maximum of ten (10) days per year or one point two five (1.25) days per full month of employment up to a maximum of fifteen (15) days per year, whichever is applicable.

9.04 The ten statutory holidays to which employees are entitled are defined as:

New Year's day	January 2
Good Friday	Victoria Day
Canada day	Labour Day
Thanksgiving day	Christmas day
Boxing day	B.C. Day (BC) St Jean Baptiste (Quebec) or Simcoe Day (Ontario)

A Cabin Attendant is entitled to ten (10) statutory days off per calendar year. A Cabin Attendant may be required to work any of these days at their regular rate of pay. Ten (10) days will be added to the regular vacation allotment and paid at the same rate as vacation days. Flight Attendants on lay off status are not able to bank statutory holidays during the layoff nor are Cabin Personnel on short-term or long term disability. Cabin Personnel on WCB, WSIB, CSST and Maternity Leave or Child Care Leave will receive statutory holidays for up to fifty-two (52) weeks



<u>General Holiday</u>	<u>Substitute Holiday</u>
1	1 week day
2	2 weekdays
3	3 weekdays
	4 weekdays
5	5 weekdays
6	6 weekdays
	7 weekdays
8	8 weekdays
9	9 weekdays
10	10 weekdays

9.04.01 For vacation there shall be no pro ration for employees on sick leave -- long term or short term for the first six (6) months cumulative, WCB, WSIB, CSST, or while on maternity leave or childcare leave to a maximum of fifty two (52) weeks.

9.05 Vacation and Statutory holidays are not cumulative and must be taken in the vacation year following that in which the entitlement was earned.

9.06 Vacation and Statutory Holiday periods will be awarded in order of seniority and classification.

9.07 Vacation and Statutory Holidays are to be taken in periods of not less than five (5) days as follows, unless they are prorated to lesser amounts:

<b>Vacation</b>	<b>Statutory Holidays (vacation)</b>	<b>Options for Split</b>
10	10	5/5/5/5, 10/10, 5/15 or any other combination equaling entitlement
15	10	5/5/5/5/5, 10/10/5, 15/10, 10/5/5/5, 15/5/5, 20/5 or any other combination equaling entitlement

9.08 Prior to November 1<sup>st</sup> of each year the Company shall post lists indicating the Vacation and Statutory Holiday entitlements of employees and the vacation periods available during the following vacation year. Vacation periods will begin on any day of the week. Vacation periods will occur in each month throughout the year with operational requirements dictating the number of employees that may take vacation in any given period.

- 9.09 Prior to November 15<sup>th</sup> employees must submit their bids.
- 9.10 Employees who fail to bid or who submit an invalid bid will be assigned an unbid vacation slot(s).
- 9.11 The Company shall publish the vacation awards by December 15<sup>th</sup>
- 9.12 Guaranteed Days Off shall not be prorated when on vacation. All vacations will appear on the assigned schedule with two (2) Guaranteed Days Off at the beginning of each vacation period and two Guaranteed Days Off at the end of each five days of vacation or portion thereof. Where it is necessary to move GDO's in order to apply the above, the first GDO's occurring after the vacation period may be moved. Where vacation is at the end of the block period, the Company may move the GDO's from before the vacation period.
- A maximum of two (2) GDO's may be carried over into the next block period in the event that the employee's vacation ends on the final Sunday of the bid period..
- 9.13 Vacation and Statutory Holiday periods once awarded may only be altered with the concurrence of both the Company and the employee affected. If this alteration causes any expense to the employee and/or his/her immediate family as per Article 13.13.01 a) such expenses are to be borne by the company. The Cabin Attendant must advise the Base Manager in writing at the time when the Cabin Attendant's vacation is being cancelled of the costs involved.
- 9.14 Vacation and Statutory Holidays for Regular and Reserve Block Holders are to be credited for pay and flight time limitation purposes at the rate of four (4) credit hours per day. In no case shall Cabin Personnel be paid less than the Canada Labour Code.
- 9.15 The Company shall not call Cabin Personnel to operate a flight (s) while they are on vacation.
- 9.16 Permanent employees who transfer to another base during the vacation year shall take their vacation with them to the new base.
- 9.17 Permanent employees hired at temporary base who are recalled from lay off will not be able to take vacation while their temporary base is open.
- 9.18 The Company shall, for each bid period, post for bid any vacations that become available during the vacation year.

## **ARTICLE 10 SICK LEAVE**

- 10.01 After three (3) cumulative months of employment an employee is eligible for short term disability benefits under the Company insurance plan.
- 10.02 After the seventh (7<sup>th</sup>) day of illness the company insurance plan will pay sixty-six point sixty-seven percent (66.67%) of the employee's salary.
- 10.03 In the event of a long term disability, the employee's salary shall be paid in accordance with the company insurance plan long term disability plan in effect on March 1, 2000.
- 10.04 Employees who book back on during a pairing shall be subject to reassignment as per Article B11 for the remainder of the pairing.
- 10.05 Employees shall be considered as being on the payroll during any illness for the purposes of seniority, up to three (3) months for pay progression, vacation entitlements as per Article 9.03, and pass and interline benefits as per Article 24.07.
- 10.06 The Base Manager may require an employee to provide a Doctor's note within fifteen (15) days of the Cabin Attendants return to work in order to ensure they are fit to fly. This shall not be exercised unreasonably. Book off's for Family Care Leave for more than seven (7) days may require a Doctor's note.
- 10.07 The Company shall pay for all Doctor's notes required in this Article
- 10.08 Entitlement and Accumulation**
- 10.08.01 The sick bank of the employee shall be credited with point seventy-seven (.77) of a day of sick leave for each bid period the employee is holding a full block or a block of 37.5 hours or more.
- 10.08.02 Effective February 1, 2001 the employee's sick bank shall be credited with ten (10) days and each February 1<sup>st</sup> thereafter they will be credited with point seventy-seven (.77) of a day for each bid period as per Article 10.08.01.
- 10.08.03 Each employee may accumulate up to twenty-seven (27) days sick leave credits in their sick leave bank.

10.08.04 At the end of a qualifying year as per Article 10.08.02 at the request of a Cabin Attendant, the Cabin Attendant may request cash value for all sick days over eighteen (18) days at a rate of four (4) hours per sick day at their applicable hourly rate plus IFD premium, if applicable.

10.09 Regular **Blockholders**

10.09.01 Sick Leave Charged

When a Regular Blockholder reports unavailable for duty as a result of sickness, his/her sick leave bank shall be charged one (1) day for each period of twenty-four (24) hours or less, excluding Guaranteed Days Off or other days when not required for duty, calculated as follows:

Commencement: The commencement of the next scheduled duty period.

Termination: The actual time reported available for duty

10.09.02 **Sick Leave Credits**

Where sick leave is charged a Regular Blockholder shall be credited with the flight time credits as scheduled for their block for pay and flight time limitations for the flights missed.

10.10 **Reserve Blockholder**

10.10.01 **Sick Leave Charged:**

Where a Reserve blockholder reports unavailable for duty as a result of sickness, his/her sick leave bank shall be charged one (1) day for each period of twenty-four (24) hours or less, excluding Guaranteed Day Off, calculated as follows:

Commencement: The actual time the employee is unavailable for reserve duty.

Termination: The actual time reported available for duty.

Where a Reserve Blockholder reports available for duty prior to the termination of a full twenty-four (24) hour period, he/she shall not be charged for that day if he/she operates a flight during that period. If he/she does not operate a flight, he/she shall be charged for that day.

**10.10.02 Sick Leave Credits:**

Where sick leave is charged, the Reserve Blockholder shall be credited with four (4) hours per day for pay and flight time limitations.

**10.11 Application Where Sick Leave Exhausted**

Where an employee has exhausted his/her sick bank and reports unavailable for duty due to sickness or injury he/she shall be considered on sick leave. Sick leave shall be calculated and charged as follows:

**10.11.01 Regular Blockholders:**

Commencement and termination as per 10.09.01

Debit: Scheduled flight time credits missed shall be deducted from his/her block.

**10.11.02 Reserve Blockholders:**

Commencement and termination as per 10.10.01

Debit: Four (4) hours will be deducted from his/her minimum block guarantee for each day or less booked off as per 10.10.02.

**10.12 Salary Protection in Case of an Aircraft Accident**

The Company agrees to provide moral and financial support to Cabin Personnel who have become unfit to work due to injuries -- both physical and psychological -sustained following an aircraft accident while on duty. The Company will reinstate in the Company any Cabin Attendant who can no longer perform his/her duties.

**10.13 Prisoner of War, Hostage, Hijack, Internment, Missing**

**10.13.01 Procedure**

A Cabin Attendant who, during the course of his/her work for the company, is captured, imprisoned, interned, held hostage or missing, will be paid in accordance with the provisions of Article 5, until he/she is released or legally acknowledge to have died; nevertheless, if the Cabin Attendant has not been located and no proof of death has been established within a period of twelve (12) months following his/her disappearance, payment of the Minimum Monthly Guarantee will then be discontinued by the Company.

10.13.02 **Hostage/Internment**

Unless he/she has been found guilty of a criminal act or negligence, a Cabin Attendant who, while engaged in Company business, becomes interned or is reported missing, or who is held hostage, will be entitled to his/her regular salary, which will be the greater of his/her average block salary over the preceding three (3) bid periods or the equivalent of seventy-five (75) hours calculated at his/her hourly rate of pay and applicable premiums. This compensation will be credited to the Cabin Attendant's account and will be disbursed in accordance with written instructions from the Cabin Attendant, as indicated in Appendix "B". Each Cabin Attendant will issue such instruction using this form.

10.13.03 A Cabin Attendant will not lose any pay as a result of the unlawful seizure of any aircraft to which he/she was assigned on either an operational or deadhead basis.

10.13.04 Notwithstanding the foregoing, a Cabin Attendant will be entitled to any claim arising from Workers' Compensation, WSIB, CSST legislation.

## ARTICLE 11 LEAVES OF ABSENCE WITHOUT PAY

### 11.01 Personal or Educational

When operational requirements permit, an employee who has completed his probationary period may, upon written request to the company, be granted a Leave of Absence without pay for a period of up to one (1) year. This Leave may be extended, based on operational requirements.

11.02 Once granted the details confirming the leave of absence without pay shall be sent to the Cabin Attendant in writing, eg. The effective date of the leave of absence and the date of return.

11.03 Leaves of Absence without pay will be requested at least thirty (30) calendar days prior to the beginning of the Block period wherein the Leave of Absence shall commence.

11.04 When an employee cannot give such advance notice, they may make a special request which will be considered by the company according to the urgency of the situation and the possibility of replacing them on short notice.

11.05 Where two (2) or more Cabin Attendants request a leave of absence without pay for the same time period the leave shall be granted in order of seniority.

11.06 On their return from such a Leave of Absence without pay, the employee will regain the status that their seniority allows them at their Home Base.

11.07 For Leaves of Absence as per Article 11.01 the Company will maintain the insurance plan to which the employee is entitled to under this agreement provided the employee pays the Company's share of the premiums.

11.08 All Leaves of Absence without pay will be considered irrevocable unless there is a mutual agreement between the Company and the employee.

11.09 Employees shall retain and accrue seniority while on leave of absence without pay; however, unpaid leave of absence of more than twenty-eight (28) days will not be recognized for pay progression and vacation credits will stop accruing.

**11.10 Union Leave to Perform Full Time Duties as a Union Officer**

The Company will grant a Union Leave of Absence without pay for the duration of the term in union office to any employee duly elected to serve as one of the fulltime Union Division/National Officers. An employee on such Union Leave shall have the right to return to duty at any time prior to or upon the expiration of his/her term of office subject to notification to the Company fourteen (14) days in advance.

11.10.01 Such leave of absence shall be extended should the employee be subsequently re-elected.

**11.11 Leave to Perform Full Time Duties as Union Staff**

The Company will grant a Union Leave of Absence without pay to any employee who is hired by the Union. Such leave shall be for two (2) years and shall be extended upon request. An employee on such Union Leave shall have the right to return to duty upon thirty (30) days notification.

11.12 An employee on Union Leave as per Article 11.10 and 11.11 shall retain and accrue seniority rights, pay progression, vacation entitlement and travel pass benefits as if the employee was working for the Company for the duration of his/her Union Leave.

11.12.01 An employee on Union Leave as per Article 11.10 and 11.11 shall have the right to remain on the Company's benefit plan. In this case the Union shall pay the Company's portion of the cost related to maintaining any benefit plan for the employee.

11.12.02 All requests for Union Leave for Union Division/National Officers and Staff other than fulltime shall be subject to operational requirements and 11.09 shall apply.

**11.13 Leaves of Absence With Pay**

11.13.01 Bereavement Leave: The Company will grant an employee a paid Leave of Absence (including all flight time and other credits scheduled during the period of the Leave) in the event of the death of a family member, in accordance with the following specifications:

- a) Immediate Family:  
Spouse, Common Law Spouse/Same Sex Partner or Children, Step Children      14 consecutive days



- b) Immediate Family:  
 Father, Mother, Brother, Sister,  
 Legal Guardian, or Adoptive Parents  
 or Step Parents, 5 consecutive days
- c) Father in law, Mother in law,  
 Brother in law, Sister in law, Grandfather,  
 Grandmother, or Spouse's Grandfather or  
 Grandmother, Step Grand Parents 3 consecutive days

NOTE: For the purposes of Article 11.13 benefits for same sex partner/spouse shall be applied the same as spouse/common-law spouse.

11.13.02 Bereavement Leave will be extended by two (2) calendar days in cases where the funeral is held more than two hundred and fifty (250) kilometres from the employee's main residence.

11.14 In the event of the death of an immediate family member as above and the Cabin Attendant is away from Home Base the employee will be brought back to their Home Base on the first available flight, whether Royal or another carrier, the Company will bear the cost.

#### 11.15 Jury Duty

If an employee is called or assigned as a juror, or a crown witness, the Company will grant him/her a Leave of Absence, and pay him/her the difference between the credits planned on their Regular or Reserve Block for the calendar day(s) in question and the amount he/she receives for performing such civic duties. Moreover, a Reserve Blockholder is deemed to be entitled to four (4) flight time credit hours per day for such activity. For the purposes of application of the Agreement during this period the employee shall be deemed to be at work.

#### 11.16 Family Care Days

The Company recognizes that an employee may be absent from work from time to time for family care purposes. Employees must notify crew scheduling as soon as possible but not later than three (3) hours prior to show time. Family Care purposes shall include but not be limited to:

- a) Sick family member as per Article 11.
- b) Accident involving a family member.
- c) Incident causing emotional upheaval to the employee.
- d) No care for child or children
- e) Doctor or Specialist Appointment for children

Family Care days will be treated as sick days for purposes of maintaining the employees salary, benefits and seniority.

#### 11.17 Domestic Violence

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree once there is adequate verification for a recognized professional (ie. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed thirty (30) calendar days.

#### 11.18 Maternity Leave Without Pay

11.18.01 Every employee who has completed training with the Company, and provides the company with a certificate of a qualified medical practitioner certifying that she is pregnant is entitled to and shall be granted a leave of absence without pay from the date requested by the employee and end not later than seventeen (17) weeks following the actual date of her confinement.

11.18.02 Maternity leave shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto as follows:

11.18.02.01 The employee must give notice to the company in writing at least four (4) weeks prior to commencement of leave.

11.18.02.02 The employee must provide a certificate from a qualified medical practitioner certifying she is pregnant.

11.18.02.03 The employee must advise in writing the intended length of leave

11.18.02.04 Maternity leave shall consist of a period not to exceed seventeen (17) weeks and shall commence no earlier than eleven (11) weeks prior to the estimated date of confinement, and end not later than seventeen (17) weeks following the actual day of confinement.

11.18.02.05 The Company may only require a pregnant employee to take a leave of absence without pay if the employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee and only for such time that she is unable to perform that essential function.

11.18.02.06 The burden of proving a pregnant employee is unable to perform an essential function of her job rests with the Company.

**11.19 Maternity Related Reassignment and Leave**

11.19.01 An employee who is pregnant or nursing may, during the period from the beginning of the 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 another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.

11.19.02 An employee's request under this Article must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

11.19.03 The Company shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.

11.19.04 An employee who has made a request under this Article is entitled to continue in her current job while the Company examines her request, but, if there is a risk posed by continuing any of her job functions, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the Company modifies her job functions or reassigns her.

11.19.05 The onus is on the Company to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

11.19.06 Where the Company concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Company shall so inform the employee in writing.

11.19.07 An employee referred to in this Article is entitled to and shall be granted a leave of absence without pay for the duration of the risk as indicated in the medical certificate.

11.19.08 An employee whose job functions have been modified, who has been reassigned or who is on a leave shall give at least two (2) weeks notice in writing to the Company of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by new medical certificate.

11.20 Childcare Leave

Parental leave shall be given in accordance with the Canada Labour Code as follows:

11.20.01 Childcare leave consists of a maximum of thirty-five (35) weeks and may be taken by either natural or adoptive parents who assume actual care and custody of a newborn or newly adopted child. The amount of childcare leave is reduced by any such leave taken by the other parent and may be started as follows:

- a) on the day the child is born;
- b) on the day the child (newborn or adoptive) comes into the actual care and custody of the employee;
- c) where an employee has taken maternity leave, immediately upon the expiration of that leave.

11.20.02 A medical certificate given pursuant to this Article is conclusive proof of the statements contained therein.

11.20.03 Notwithstanding any provisions of any income-replacement plan or Insurance plan in force at the workplace, an employee who takes a leave of absence under this Article is entitled to benefits under the plan on the same terms as any employee who is absent from work for health-related reasons and is entitled to benefits under the plan.

11.20.04 The Company shall not dismiss, suspend, lay off, demote or discipline an employee because the employee is pregnant or has applied for leave of absence in accordance with this Article or take into account the pregnancy of an employee or the intention of an employee to take leave of absence from employment under this Article in any decision to promote or train the employee.

11.20.05 Upon request in writing by a Cabin Attendant, the Company shall grant a leave of absence for up to two (2) years including maternity/Childcare Leave.

11.20.06 An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request as per this Article, and shall continue to receive the wages and benefits that are attached to that job.

**11.21 Wedding/Union Celebration Leave**

Cabin Personnel shall be granted, without pay, a leave of absence not to exceed fourteen (14) days to attend their own wedding upon written request and sixty (60) days notice.

**11.22 Birth of Child Leave**

Cabin Personnel shall be granted, upon written request not later than sixty (60) days prior to the expected date of birth, a leave of absence without pay, not to exceed (14) days immediately following the birth of their child.

11.23 Seniority shall accrue for all leaves in this Article

11.24 Upon request in writing by a Cabin Attendant the Company may grant an extension of the leave.

## ARTICLE 12 MEDICAL REVIEW PROCEDURES

- 12.01 No employee shall be required to be examined by or to consult with any medical doctor or other medical practitioner without the employee's consent except as provided in Article 12.03.
- 12.02 When the Company has reason to be concerned about the health of an employee, he/she shall be notified in writing of the specific nature of such concerns.
- 12.03 Following notification as per Article 12.02 the employee may be requested by the Company to undergo a physical examination by a medical doctor of his/her choice, who shall, submit a report on the employee's physical condition to the Company medical doctor.
- 12.04 The examination shall be limited to the specific nature as outlined in the Company's letter as per Article 12.02.
- 12.05 An examination may be conducted by the Company medical doctor, subject to the consent of the employee.
- 12.06 Should the Company medical doctor not be satisfied that the employee is fit for duties, the employee may be requested to submit to a second physical examination by another medical doctor/specialist mutually agreed upon between the Company and the employee.
- 12.07 Should this employee be declared fit for duty the matter shall be closed
- 12.08 Where the declaration by the employee's doctor and the medical doctor/specialist differ, the employee may be requested to submit to a third physical examination by a medical specialist mutually agreeable to the Company and the employee, whose findings shall be deemed to be conclusive.
- 12.09 Should the employee be declared unfit for duty he/she shall be eligible for sick leave as per Article 10.
- 12.10 All costs for all examinations and reports required under this Article shall be borne by the Company. Should the Company remove the employee from any flight duties to attend any examinations subject to the Article, he/she shall receive his/her scheduled Block credits for all flights missed.

- 12.11 It is specifically agreed that the finding of the medical examiners concerned herein shall be unbiased and no exchange of medical opinions or history shall be made, either in writing or verbally, until each medical examiner has examined the Cabin Attendant concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.
- 12.12 All examination results and records shall be kept strictly confidential and no medical information other than a statement as to the employee's fitness for duty or lack thereof, shall be given to any person other than the Company's medical doctor.

### ARTICLE 13 GRIEVANCE PROCEDURE

- 13.01 It is the desire of the parties to this Agreement that grievances be settled promptly.
- 13.02 An employee who feels he/she has a grievance must first attempt to resolve it with their Base Manager. The employee may be accompanied by a union representative.
- 13.03 For the purposes of this Collective Agreement the word grievance means all differences concerning Company policies, the interpretation, application, administration or alleged violation of the Collective Agreement as well as any disagreement concerning working conditions or directly relating to working conditions.
- 13.04 Grievances under this Article may be initiated by any employee, group of employees who consider themselves aggrieved or by the Union, provided such grievance is filed within a period of thirty (30) calendar days after the grievor or the Union would reasonably have knowledge of such grievance after the Company's last correspondence.
- 13.05 Grievances of a general or policy nature may be initiated by the Union at Level II of the grievance procedure.
- 13.06 Where no satisfactory settlement is obtained through discussion with management, a grievance may be initiated by the Union in writing using the following steps:
- Step 1:** Director of In Flight Services or their designate. Where the initial complaint is heard and decided by the Director of In-Flight Services Step 1 shall be heard by the Vice President of Customer Services.
- Step 2:** Vice President of Human Resources or their designate
- 13.07 Grievances relating to Discipline and Discharge may be initiated at Step 2 of the grievance procedure.
- 13.08 The following time limits shall apply at all steps of the grievance procedure in Article 13.06:
- 13.08.01 A hearing will be held by the company within ten (10) days after the grievance has been received by the company at Step 1. After receiving notice from the Union to lodge the grievance at Step 2, the company will have ten (10) days to hold a hearing.



- 13.08.02 A decision must be rendered within seven (7) days of the hearing and the parties concerned including the Union, grievor(s), the Presidents of appropriate locals and the Component President, must be given written notification thereof.
- 13.08.03 Should there be no reply within above time limits or if the Union disagrees with the decision, it may appeal at Step 2 of the procedures within fifteen (15) days of the above mentioned eventualities.
- 13.09 If no satisfactory settlement is obtained at Step 2 the Union may initiate arbitration procedure in accordance with Article 15, within sixty (60) days of receiving the company's decision.
- 13.10 Time Limits: Are exclusive of Saturday, Sunday and statutory holidays and may be extended by mutual written agreement.
- 13.11 Any decision not appealed within the relevant time limits will be final and binding on both parties concerned.
- 13.12 All Cabin Attendant's witnesses called by the Union will be granted the time off needed, subject to the requirements of the operation, in order to make their deposition, and will be provided with space available transportation to and from the hearing Royal Aviation.
- 13.13 The grievor will be released to attend their grievance hearing and will receive four (4) hours pay for each meeting/hearing with the Company as per Article 13.08 or where released from a flight the scheduled flight time credits for the flight. Where the pairing from which the employee is released is a multi-day pairing the employee shall be subject to reassignment as per Article B11 for other than the day (s) of the hearing.

ARTICLE 14 DISCIPLINE AND DISCHARGE

- 14.01 The parties acknowledge that in drawing up the provisions of the Article, they recognized and endorsed the following principles, in the case of all disciplinary action and discharges:
- 14.01.01 The Company shall only discipline or discharge a Cabin Attendant for just cause
- 14.01.02 Disciplinary progression within the limits recognized by jurisprudence;
- 14.01.03 Rehabilitation rather than punitive action within the limits recognized by jurisprudence.
- 14.01.04 The Company will exercise its rights hereunder in a fair and reasonable manner, in good faith and without discrimination, in keeping with the provisions of this Agreement.
- NOTE: For the purposes of this Article discipline shall include suspension and all letters on a Cabin Attendant's file used to advance discipline.
- 14.02 When disciplinary action is contemplated, the Cabin Attendant may be held out of service for not more than seven (7) consecutive calendar days with pay in order for a thorough investigation to be conducted. Such time limits may be extended by mutual agreement in writing between the Company and the Union.
- 14.03 In the event that allegations have been made which would lead to discipline of an employee, the Company shall *investigate* and determine *if* a charge is to be made within thirty (30) calendar days of the time when the Company becomes aware of the allegations. The time limits specified herein may be extended by mutual agreement.
- 14.04 The company will notify the Cabin Attendant and the Union, in writing, of any disciplinary meetings to be attended by the Cabin Attendant at least seven (7) days in advance of such a meeting. This notification will include, the time and date of the meeting, as well as the reason or incident under investigation
- 14.05 When the company meets with a Cabin Attendant in order to inform him/her of disciplinary action taken against him/her, he/she may be accompanied by a union representative.
- 14.06 A Cabin Attendant will be notified, in writing, of any disciplinary action to be taken against them within five (5) calendar days excluding Saturdays, Sundays and Statutory Holidays of the meeting.

- 14.07 When a Cabin Attendant is suspended, they will be removed from the payroll for the number of days involved and his/her minimum block guarantee and his/her maximum limitation will be reduced by two point zero one (2.01) hours each day they are suspended.
- 14.08 If disciplinary action is contemplated against a Cabin Attendant, the company may take into account only disciplinary action carried out within the twelve (12) month period preceding the offence.
- 14.09 A Cabin Attendant who has been disciplined or discharged and who considers herself unjustly dealt with, or the Union on his/her behalf may grieve in writing as defined in Article 13 through the Union except that such grievance shall be initiated at Step 2.
- 14.10 Upon request of either party, the other party shall provide the requesting party with copies of all documents relevant to the grievance to the extent it is practical and reasonable to do so.
- 14.11 Throughout the procedures referred to in this Article, the employee, the Union representative and the Company shall be given the full opportunity to present evidence, make representations and to present, examine or cross-examine witness.
- 14.12 The employee will be released to attend the meetings referred to in this article at the request of the Company and will receive four (4) hours pay for each meeting/hearing with the Company or where released from a flight the scheduled flight time credits for the flight. Where the pairing from which the employee is released is a multi-day pairing the employee shall be subject to reassignment as per Article B1 1 for other than the day(s) of the hearing.

## ARTICLE 15 ARBITRATION

- 15.01 Upon mutual agreement between the Union and the Company, a Board of Arbitration consisting of three (3) members shall be established when required and shall consist of one (1) member appointed by the Union, one (1) member appointed by the Company, and a Chairperson jointly agreed upon by the two (2) appointees or, on failing agreement, by the Minister of Labour on the request of either party.
- 15.02 Unless a Board of Arbitration of three (3) members is specifically agreed upon, a sole arbitrator shall be agreed upon to hear the grievance.
- 15.03 Should the parties fail to agree they may jointly or individually request that the Minister of Labour appoint an Arbitrator.
- 15.04 The Arbitrator shall have jurisdiction to consider any matter submitted to it under the terms of this agreement, including whether or not a matter is arbitrable or not, but shall not have the jurisdiction to alter, modify, or otherwise amend the collective agreement.
- 15.05 Both parties shall be given the full opportunity to present evidence, and make representation, and to present and examine or cross-examine witnesses. In the case of a dispute regarding procedure, the decision of the Arbitrator shall be final.
- 15.06 The Arbitrator may render any decision that he/she considers just and equitable.
- 15.07 The Arbitrator shall make every effort to render a decision with the minimum delay.
- 15.08 The decision of the Arbitrator shall be final and binding on the Company, the grievor and the Union.
- 15.09 The full costs of Arbitration shall be shared equally between the Company and the Union.
- 15.10 Witnesses and the grievor shall benefit and be subject to Articles 13.12 and 13.13 except that for travel to and from an arbitration case they will receive positive space on Royal Aviation.

ARTICLE 16 PROBATION

- 16.01 All new Cabin Attendants will be on probation for six (6) months from the date of their assignment to active duty as a flight attendant.
- 16.02 A probationary period starts on his/her first operational paid flight
- 16.03 It is nevertheless agreed that Cabin Attendants will be entitled to medical, life insurance, short and long term disability insurance three (3) months after the date they were hired and dental benefits and interline benefits six (6) months after the date they were hired.
- 16.04 The six (6) month period of probation may be extended by the length of any period of absence in excess of fourteen (14) consecutive days.
- 16.05 Cabin Personnel will not be required to serve more than one (1) probationary period unless extended by mutual agreement between the Company and the Union for not more than three (3) additional months.
- 16.06 The provisions of the Collective Agreement shall apply to probationary employees unless otherwise specified.
- 16.07 It is recognized that the Company in exercising its' right to dispense with the services of a probationary employee on the grounds that he/she is not suitable for employment must do so, with cause and in a fair and equitable manner after giving adequate warning, both verbal and/or written, that reasonable Company standards are not being met. The Company must also afford the employee an opportunity to meet Company standards.

ARTICLE 17 SENIORITY GENERAL

- 17.01 Cabin Personnel seniority shall begin to accrue from their date of hire as a Flight Attendant.
- 17.02 An employee once having established a seniority date in accordance with this Agreement shall not lose that date except as provided in the Agreement.
- 17.03 The Company and the Union agree to the seniority list in Appendix "C" for Cabin Personnel.
- 17.04 Seniority shall govern all Cabin Personnel in the case of promotion and demotion, their retention in the case of reduction in force, vacations, their assignments as In-Flight Director, their assignment or reassignment due to expansion or reduction in schedules consistent with the Agreement, their re-employment after release due to reduction in force and their choice of vacancies. This clause will apply except as otherwise stipulated in the Agreement.
- 17.05 The seniority of all Cabin Personnel shall be on a system-wide basis
- 17.06 The Cabin Personnel System Seniority List will be subsequently divided in to Base Seniority Lists for use at each Base.
- 17.07 An employee whose services are permanently severed with the Company or who resigns or is dismissed for cause shall forfeit all previously accrued seniority rights and the employee's name shall be removed from the seniority list.
- 17.08 The Company shall maintain a Cabin Personnel Seniority List showing the following:
- a) name of employee
  - b) seniority number
  - c) classification -- if In-flight Director
  - d) base
  - e) company service date
  - f) date of hire as Cabin Personnel
  - g) adjusted seniority date as Cabin Personnel, if applicable

## **17.09 Cabin Personnel System Seniority List**

### **Initial Posting**

Prior to February 1<sup>st</sup> each year the Company shall post at each Base a copy of the Cabin Personnel System Seniority List as of January 1<sup>st</sup>.

#### **17.09.01 Protests**

Prior to March 1<sup>st</sup> each year, a Cabin Attendant may protest in writing to the Director of In-Flight Services with a copy to the Component President of the Union in respect of any purported error or omission affecting his/her seniority as reflected in the Cabin Personnel System Seniority List posted for such year.

#### **17.09.02 Revised list**

Prior to April 1<sup>st</sup>, the Company shall post the revised Cabin Personnel System Seniority List indicating any changes resulting from any protest found to be valid.

#### **17.09.03 Protests**

Prior to May 1<sup>st</sup>, any Cabin Attendant whose seniority was affected by any change made to the initial Cabin Personnel System Seniority List may protest in writing to the Director of In-Flight Services with a copy to the Component President of the Union.

#### **17.09.04 Final List**

Prior to June 1<sup>st</sup>, the Company shall post the final Cabin Personnel System Seniority List as of January 1<sup>st</sup> of that year.

17.10 Cabin Personnel transferred to a non-flying or supervisory position on a temporary basis on account of sickness or injury, shall retain and accrue all seniority.

### **17.11 Transfer Outside the Scope of This Agreement**

17.11.01 A Cabin Attendant transferred to a supervisory role in in-flight or any management position outside this Agreement in either a permanent position or temporary position where Cabin Personnel do not operate a block or operate a block of less than seventy-five (75) hours shall retain and continue to accrue seniority on the Cabin Personnel System Seniority List for a period of twelve (12) months cumulative.

- 17.11.02 Cabin Personnel in other than a supervisory role in in-flight or management position shall retain but not accrue their seniority on the Cabin Personnel System Seniority List for an additional twelve (12) months cumulative.
- 17.11.03 At the expiration of the twelve (12) months or twenty-four (24) months period in Article 17.11.01 and Article 17.11.02 the employee's name shall be removed from the Cabin Personnel System Seniority List.
- 17.11.04 Where a Cabin Attendant wishes to once again be transferred outside the scope of this Agreement they shall have to operate as Cabin Personnel for at least as long as they were out of scope.
- 17.11.05 In the case of instructors for Cabin Personnel training, Cabin Personnel shall retain and accrue seniority for the duration of the assignment.



ARTICLE 18 REDUCTION IN FORCE – LAYOFF AND RECALL

- 18.01 Prior to any layoff, the Company will post a bulletin in order to offer leave of absence without pay to an equivalent number of Cabin Personnel.
- 18.02 Before resorting to layoffs, the Company will notify the Union in writing, thirty (30) days ahead, unless otherwise agreed to between the Company and the Union with their crew requirements and the number of employees to be laid off, this is to give the parties and opportunity to find ways and means of preventing the layoffs and or to minimize the effects.
- 18.03 Cabin Personnel and Union will be given a minimum of fifteen (15) calendar days notice prior to layoffs.
- 18.04 Layoff notices will be sent by Registered Mail. Layoff will be done in reverse order of seniority, an IFD can go back on the F/A status in order to protect his job. F/A seniority will prevail.
- 18.05 Recalls will be done in reverse order of layoffs, in writing at least fifteen (15) calendar days ahead and an employee will have at least seven (7) calendar days to answer by registered mail (postage stamp) to the Company.
- 18.06 Any positions available at any Base other than the Employees' home base should be offered to laid off employees with the right to refuse without prejudice, to his/her subsequent recall rights. Where Employees are recalled to their home base for a minimum of three (3) bid periods or more they shall accept the recall or forfeit their seniority and be deemed to be resigned.
- 18.07 Cabin Personnel will keep their recall rights up to five (5) years with no loss of Seniority.
- 18.08 Cabin Personnel who are laid off will have the option to keep all of their benefits (insurance, medicare, etc.), and will receive pass privileges through the Interline Department for one (1) year. The Company shall continue to pay the cost of the benefits for six (6) months. Upon request the employee shall have the option to pay via post dated cheques the cost of the Company's share of benefits where the lay off exceeds six (6) months.
- 18.09 Article 18.07 and 18.08 applies also for employees laid off while on a leave of absence.

**18.10 Voluntary Lay Off**

An employee on layoff can extend his/her layoff up to one (1) year from the original layoff date if there are people still on layoff with less seniority who will take his/her position. Where all employees are recalled the above shall not apply.

18.11 It is the Cabin Attendant's responsibility to promptly send the company written notification of any change of address.

18.12 Any employee that is called for a flight during a layoff has the right to refuse unless advised as per Article 18.05. If the Company needs to use laid off employees, the work should be offered in order of seniority. If the employee does a flight, he/she shall be considered recalled and shall be placed on a reserve block which shall be prorated as per Appendix "E".

**18.13 Temporary Base Closure**

Employees hired at a Temporary Base, where such a Temporary Base closes, shall have the option of either moving to a Permanent Base, if a position is available, as per Article 19 or taking laid off status at their Temporary Base.

**ARTICLE 19 FILLING OF VACANCIES**

19.01 Job Posting Bulletin As soon as a vacancy for positions covered by this Agreement arises, the Company will post a separate bulletin at all bases, indicating:

1. Classification and/or status of the vacancy
2. Permanent or Temporary
3. Base
4. Projected Effective dates/ projected term of position
5. Number of positions available

19.02 The filling of vacancies at a base shall be in the following sequence:

- a) recall of personnel on laid-off status at that base, in order of seniority;
- b) acting on a bid to all Cabin Personnel in order of seniority;
- c) probationary employees.

19.02.01 The Company shall advise the Union as soon as a vacancy is forseen.

19.03 When required as per Article 19.02 notice of vacancies shall be posted as far in advance as possible at all bases. The notice shall contain the following:

- a) Location;
- b) number and type of vacancies available;
- c) projected date of commencement and if temporary, projected length of vacancy;
- d) deadline date after which bids will not be accepted, not less than ten (10) days.

19.04 Cabin Personnel shall be allowed a reasonable period of time between the time he/she is relieved of his/her duties and the time he/she is to report at the new location. Such time shall be established in advance and shall have regard to the means of travel.

**19.05 Mutual Base Exchange**

Employees within the same classification who wish to move to another base will be allowed to exchange bases, subject to seniority on a mutual base exchange. All costs associated with such an exchange will be borne by the employees involved. Such exchange will not create or fill a vacancy.

## **ARTICLE 20 IN FLIGHT DIRECTOR POSITION**

20.01 On March 1<sup>st</sup> and September 1<sup>st</sup> of each year the Company will publish its estimated requirements for IFD positions commencing May 1<sup>st</sup> and December 1<sup>st</sup>.

20.02 The Company will post any vacancies for IFD

20.03 Selection will be made in order of seniority

20.04 Incumbents on the IFD list will not be required to renew their status

### **20.05 Bidding Off the IFD List**

Those incumbents who desire to bid off the list for any reason, can do so at any time or immediately prior to March 1<sup>st</sup> and September 1<sup>st</sup> of each year in writing to the Director of In Flight Services with a copy to the Union. Where an IFD bids off the list at any time other than immediately prior to March 1<sup>st</sup> or September 1<sup>st</sup> they shall be prevented from bidding IFD on a subsequent bid for one (1) year.

**EXCEPTION:** Where an IFD transfers to another base in the Flight Attendant classification the employee shall lose their IFD status and shall be able to bid on the next IFD vacancy bid.

20.06 In the event of a reduction in the requirement for IFD's on any bi-annual bid, the incumbents shall revert to any lower status in reverse order of seniority and their name shall be removed from the IFD List for all purposes. Where the requirements increase after a decrease in a bi-annual bid this shall be considered a vacancy.

20.07 Additional requirements during the year shall be filled by another bid in the same manner as the bi-annual bid.

20.08 In any Block bid period in which there is insufficient flight time to provide a Block or reserve selection, IFD's will revert to any lower status in reverse order of seniority.

20.09 In any Block bid period in which there is insufficient flight time to provide a Block or reserve selection, IFD'S may, in order of seniority, bid Block and reserve selection in any lower classification for that bid period prior to the application of Article 20.08 above.

## **ARTICLE 21 UNION BUSINESS AND DUES**

- 21.01 All new Cabin Personnel, will become Union members upon completion of their first (1<sup>st</sup>) operational flight and remain as such as a condition of employment. The Company will inform the Union's Secretary-Treasurer of the names, classification(s) and rates of pay of all new Cabin Personnel when they are hired
- 21.02 The Company agrees to deduct Union dues as stipulated in the Union's constitution, and will give these dues to the Union's Secretary-Treasurer in the form of a cheque, along with the list of member's names, base, the amounts deducted, the number of hours paid, the rate of pay and gross earnings.
- 21.03 Union dues will be deducted commencing with an employee's first pay period and from each subsequent pay period. All Union dues for a given pay period will be given to the Union's Secretary-Treasurer by the fifteenth (15<sup>th</sup>) day of the following month.
- 21.04 The Company will have no financial or other responsibility to the Union or any Cabin Personnel should no deduction be made or should the deductions or remittances be incorrect or inaccurate. In the case of error in deducting the dues from a Cabin Attendant's pay cheque, the Company will correct the error directly with the Cabin Attendant. Should the Company make a mistake in the amounts to be remitted to the Union, it will pay the difference in making its' next remittance.
- 21.05 Union Representation**
- 21.05.01 The Company recognizes the Union representatives duly identified by the Union and recognizes that they may perform their duties in the manner and to the extent provided for in this Agreement.
- 21.05.02 The Union will send the Company written notification of the names of the above-mentioned representatives and inform the company of any subsequent changes.
- 21.05.03 It is understood that the above-mentioned Union representatives have regular work to perform for the company and that if, during working hours, they must perform Union work, they will make arrangements with their Supervisor in order to be relieved of their Cabin Attendant duties. Under this Agreement, there will be no loss of pay. Union officers will be released from their duties depending on operational requirements.

21.05.04 component

It is agreed that Cabin Personnel may be released from their Cabin Attendant duties for all or part of their term of office and will be considered permanent employees with full rights and privileges related thereto. The Company agrees to provide the Component with one hundred and sixty (160) hours each bid period for the purpose of conducting Union business. If not used, the remaining hours shall be cumulative.

21.05.05 Local Union

It is agreed that Cabin Personnel may be released from their Cabin Attendant duties for all or part of their term of office and will be considered permanent employees with full rights and privileges related thereto. The Company agrees to provide each Local Union with eighty (80) hours each bid period for the purpose of conducting Union business, which if not used, the remaining hours shall be cumulative.

21.06 Union Officers will be released upon request by the Union from Cabin Attendant duties automatically and without restriction. Notice will be given in as far advance as possible but not less than forty-eight hours.

21.07 The Component President and/or the Local Presidents or their designee will provide the Company, in writing, with the names of the officers to be released and the periods of time for which they will be released.

21.08 Notwithstanding Article 21.05.04 and Article 21.05.05, the Company shall assume the cost of the following:

- 21.08.01 Grievance Hearings – 2 Union Officers as per Article 13
- 21.08.02 Arbitration Hearings – 1 Officer as per Article 15
- 21.08.03 Labour/Management Meetings, except as provided for in this agreement as per Article 21.15.02
- 21.08.04 Blocking Committee as per Article B2.04, B2.06 and B2.08
- 21.08.05 Investigative and Disciplinary meetings as per Article 14
- 21.08.06 Health and Safety Committee as per Article 22
- 21.08.07 Hotel Accommodation Committee as per Article 7.17.03
- 21.08.08 Meal and Allowance Committee as per Article 7.12
- 21.08.09 Uniform committee as per Article 8.04
- 21.08.10 Any other Committee meeting with the Company

21.09 Union Officers shall be entitled to bid open flying notwithstanding that they are flight released. In this case they shall be awarded the flight on paper only.

21.10 Where Union Officers are released for the entire bid period they shall be awarded their block on paper only.

21.11 Flight releases may only be cancelled by the Component President or their designee. In this case the Cabin Attendant shall be subject to reassignment for the remainder of the pairing or pairings in the flight release.

21.12 Flight releases cannot be rescinded except by mutual agreement,

21.13 Union officers and the CUPE National Representative will be entitled to free return transportation on the Company's system. Union officers will receive any other interline benefits normally accessible to all employees,

**21.14 Committees**

The Company shall recognize the following Union committees:

Health And Safety Committee  
Hotel Accommodation Committee  
Blocking Committee  
Uniform Committee  
Meal and Allowance Committee

**21.15 Labour/Management Meetings**

21.15.01 The parties to this Collective Agreement recognize that regular informal meetings between the Company and the Union are essential to the maintenance of good labour relations and the establishment of mutual confidence and trust.

21.15.02 The parties agree to hold regular informal Union/Management meetings to improve communications and deal with problems, complaints and matters of potential conflict under the following provisions:

21.15.02.01 Quarterly meetings or more frequently, if necessary, shall be held.

21.15.02.02 Topics for discussion shall not include matters submitted to grievance or arbitration except with the mutual consent of the Company and the Union.

21.15.02.03 Topics for discussion shall be submitted to the Company or to the Union as soon as possible prior to the meeting.

21.15.02.04 Meetings will be attended by the Union Component Executive. Cost, including flight releases, associated with meetings as per Article 21.15.02 or other meetings requested by the company will be paid by the Company. Meetings called by the Union, the Union shall pay their own costs.



## ARTICLE 22 HEALTH AND SAFETY

### 22.01 Objectives

In order to prevent occupational illnesses and work accidents as well as ensure the health, safety and hygiene of Cabin Personnel at all times while at work or on Company premises, the Company shall provide a work environment and work systems which are in compliance with all applicable laws, by-laws, regulations and governmental guidelines governing the health and safety of employees.

22.02 The Company and the Union agree to establish safety and health committees in accordance with Part II of the Canada Labour Code.

22.03 The Company and the Union shall have Joint OSH committees at each Cabin Personnel base made up equally of members of the Union and members of management. These committees are to be established pursuant to the Canada Labour Code.

22.04 Each committee shall meet monthly or more frequently if necessary.

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

22.06 The Airline Division of CUPE's Division Health and Safety Chairperson shall be welcome as and ex officio member of all health and safety committees.

22.07 The Company and the Union shall select members of each base committee respectively.

22.08 Employees and/or the Union may make recommendations to the Joint Occupational Health and Safety Committee (OSH) as to the type of corrective action they feel should be taken on issues affecting the health and safety of Cabin Personnel.

22.09 A Union member of the Joint OSH Committee will be a member of any Company emergency response team after any category of accident or incident involving Cabin Personnel.

22.10 After any category of accident or incident involving Cabin Personnel, a Union member of OSH and another Union Officer must be present when Company Personnel are speaking to any Cabin Personnel involved in the incident or accident, whether it is individually or a group.

- 22.11 Prior to the implementation of any new procedure or policy affecting the health and safety of Cabin Personnel, the appropriate Joint OSH Committee will be given a reasonable opportunity to review and comment on the change before it is implemented by the Company.
- 22.12 Terms of Reference
- Each Committee shall develop their own terms of reference which shall be approved by the Local Union Executive or Component Executive respectively and shall conform to the requirement in the Canada Labour Code.
- 22.13 For the purpose of calculating wages, all time spent by committee members related to Health and Safety matters shall be deemed to be time spent at work and shall be paid by the Company as such as per the Canada Labour Code.
- 22.14 The Company will pay the full registration cost and all other attendant costs for one (1) Union OSH member to attend a health and safety conference/seminar per year sponsored by the Labour Movement or where Company representatives are present.
- 22.15 The Company agrees to pay for flight releases, per diems and hotel costs for five (5) days of Health and Safety training for each System Health and Safety committee member who has not achieved either Level I or Level II safety training. The costs for such training shall be limited to one Level I and one Level II course every two years at each local and at the component.
- 22.16 The Company agrees to notify the appropriate member of the System Health and Safety Committee as soon as a Cabin Attendant exercises his/her right of refusal or as soon as a work incident/accident occurs involving Cabin Personnel.
- 22.17 Bomb Threats
- 22.17.01 The Company will not require Cabin Personnel to take part in searches onboard aircraft or on work premises at the time of a bomb scare not on the ground, in the event of a suspicious parcel or unidentified baggage.
- 22.17.02 Nevertheless the obligations stipulated in the Cabin Personnel Manual Section 5 Bomb Threats apply to in-flight procedures.
- 22.17.03 As soon as the Company is informed, the Company (Captain) will notify Cabin Personnel of the incident.

- 22.17.04 Cabin Personnel will not be called upon to operate an aircraft that has had a bomb scare before the appropriate authorities have ruled out any possibility of danger.
- 22.18 The Company will provide Cabin Personnel, free of charge, with any equipment and protective measures against illness and risks to which they may be exposed in their work, in accordance with the Joint OSH Committee's recommendation.
- 22.19 Any safety concerns regarding the parking area for Cabin Personnel shall be dealt with by the Joint Health and Safety Committee.

**ARTICLE 23 GENERAL**

23.01 Special Assignments and Public Relations

23.01.01 **Selection**

Any requirement for a special assignment and for public relations will be posted by the Company.

23.01.02 A Cabin Attendant on a ground assignment will retain all his/her rights under the Agreement.

23.01.03 The Company will consider seniority and relevant qualifications at the time of selection for the position.

23.01.04 The selected Cabin Attendant will receive written notification before the start of his/her special assignment, with a copy to the Union.

23.01.05 **Pay**

Cabin Attendants on special assignment or for public relations shall be paid as per Article 6.06.

23.01.06 **Meal allowances**

An allowance in accordance with Article 7 will be granted when such assignment is away from the Cabin Attendant's Base or away from the Company's offices or at the airport at their home base. If the special assignment requires overnight hotel accommodation, per diem will be paid before the start of the special assignment.

23.01.07 **Parking/Transportation Costs**

All transportation costs will be paid by the Company as per Article 7.14.04. All parking expenses (with supporting receipts) will be paid by the Company.

23.02 **Crew Complement**

23.02.01 The regular Aircraft Complement for an A310 is:

1 In-Flight Director  
6 Flight Attendants

23.02.02 The regular Aircraft Complement for a 757 is:

1 In-Flight Director  
5 Flight Attendants

23.02.03 The regular Aircraft Complement for a 737-200 is:

- 1 In-Flight Director
- 3 Flight Attendants

23.02.04 The aircraft complement defined above shall be used for blocking/planning purposes.

**23.02.05 Short Crew Premium**

Where the crew complement as above is not met each Cabin Attendant on the flight shall be paid a premium of two dollars (\$2.00) per hour for the flight time.

**23.03 Disclosure of Information**

During an investigation following an incident involving an employee, the employee and their representative will have access to all information concerning that incident that comes under the authority of the company.

**23.04 Legal Services**

The Company agrees to provide Legal Services to an employee subject to legal proceedings as a result of an incident that occurred while the employee was on duty for the company and initiated by someone who does not have employee status. This rule will also apply to the estate of an employee subject to legal proceedings resulting from an incident that occurred when the employee was on duty. Lawyers shall be chosen by the Company.

**23.05 Personal File**

23.05.01 The Company shall maintain a personal file for each Cabin Attendant with a section containing all documents related to his/her employment performance. Upon request, the employee may review his/her personnel file with Human Resources. He/she may also request to be accompanied by a Union officer. Passenger complaints, Cabin Attendant assessments, letter of reprimand, and disciplinary letters shall be removed or be considered to be removed from the personal file after one (1) year. All letters must be copied to the employee and the Union.

**23.05.02 Confidentiality**

A Cabin Attendant's personal file will be kept strictly confidential and under no circumstances may it be accessible to anyone other than Supervisors in the Company's In-Flight Services and Human Resources departments, in carrying out their responsibilities.

#### **23.06 Crew Rest Facilities**

The D, E & F seats of the last row of passenger seats in the economy cabin on all aircraft shall be designated as a crew rest area and these seats shall not be allotted to passengers until all other economy seats have been filled.

#### **23.07 Crew Room**

The Company shall provide and properly maintain an employee crew room at all crew bases.

#### **23.08 Mail Boxes**

An employee mailbox will be provided for each Cabin Attendant at the employee's home base to which the Union will have access to distribute bulletins and other Union material.

#### **23.09 Union Bulletin Board**

The Company will provide space and an enclosed Bulletin Board for the exclusive use of the Union in the employee crew room at each base.

#### **23.10 Distribution and Printing of the Agreement**

The Agreement will be printed in booklet form in French and English, the cost of which will be equally shared by the company and the Union. The Company will provide a copy of the collective agreement to each new employee. The booklet form shall be agreed between the Company and the Union. The Company shall provide the Union with copies of the Agreement on diskette in Word format.

#### **23.11 Job Postings Outside Scope**

The Company shall post to all employees information pertaining to all vacancies within the Company and the method for employees to apply for the position. Exception: Promotions outside of the In-Flight Service Department eg. Assistant Manager to Manager, Director to Vice-President

### 23.12 Information for the Union

The Company shall provide the Component President with the following information:

- copies of addresses received from employees on a monthly basis;
- current list of requests for base transfer, monthly;
- copies of bid awards;
- copies of vacation awards;
- copies of updated seniority lists whenever such are completed;
- copies of all records of awards and assignments to open flights for the bid period;(Cabin Personnel who operate the flight(s))
- report for each bid period of Cabin Personnel status re: Leave of Absence – Sick Leave (short and long term disability);
- Base vacancies and awards;
- List of employees assigned to duties out of scope for each bid period
- List of employees reassigned due to maternity and duty to accommodate;
- Copies of letters of warning and discipline;
- Copies of all letters placed on an employee's file;
- report for each bid period of all employee's who exceed their duty period limitation:
- Duty free &es report as received by the Company;
- Copies of all Cabin Attendant's actualization report
- Copy of the forecast schedule for each season, final schedule;
- Forecast of crew and IFD requirements for each season;

### 23.13 Recurrent Training

23.13.01 Where an employee writes his/her recurrent training exams and fails to achieve a passing mark, the exam will be reviewed with the Cabin Attendant and he/she will be allowed to rewrite the exam immediately.

23.13.02 Where the employee again fails to achieve a passing mark, he/she shall be given a maximum of one (1) day of additional training/coaching including the opportunity to rewrite the exam with a different instructor from the instructor in Article 23.13.01.

- 23.13.03 Where the employee again fails to achieve a passing mark, the exam will be reviewed with the Cabin Attendant and he/she will be allowed to rewrite the exam immediately.
- 23.13.04 Where the employee fails for the fourth (4<sup>th</sup>) time to achieve a passing mark the employee may be disciplined up to and including termination. The Company acknowledges the Employees right to file a grievance under Article 14 of the Collective agreement.



#### **ARTICLE 24 EMPLOYEE BENEFITS**

24.01 Benefits shall include but not be limited to Provincial Medical insurance Dental care, Group life insurance, AD & D insurance, Extended Health Insurance and short and long term Disability insurance and shall be considered part of this agreement.

24.02 The Company shall provide each employee with a copy of the benefits plans.

24.03 Should any changes in insurance carriers be contemplated by the Company during the term of this agreement, the Company and the Union shall meet prior to the Company accepting an insurance carrier's bid, in order:

- for the Union to review the benefit packages offered by any insurance carriers tendering a bid;
- to ensure that the benefit packages shall not be less than the package in effect as of June 1, 2000 unless agreed to between the Company and the Union;
- to ensure the premiums and deductible amounts attributable to Cabin Personnel are not greater unless agreed to between the Company and the Union; and
- to discuss improvements to the plans
- the Company and the Union shall agree to any change of insurance providers in this Article.

NOTE: It is recognized that life insurance and short and long term disability are calculated based on Cabin Personnel's annual salary and as a result such individual premiums may increase during the term of this collective agreement.

24.04 During the term of this agreement, the currently specified benefit levels shall not be reduced nor shall the premiums or the deductible amounts be increased unless agreed to between the Company and the Union.

24.05 Where permitted by individual insurance policies, benefits shall continue during leaves of absence as per Article 11 for up to thirty (30) days or as specified in this agreement whichever is the longer period.

24.06 Contributions shall be recovered from Cabin Personnel who have been laid off after they have been returned to active employment at a rate of 10% per bid period.

24.07 Travel Benefits

- 24.07.01 The Company will offer each Permanent employee, his/her spouse/common-law spouse/same sex spouse, his/her children, his/her spouse's children, his/her parents (father, mother, adoptive parents and legal guardians) free or reduced rate travel benefits on Company flights, in accordance with company policies.
- 24.07.02 The Company shall provide six (6) buddy passes for the use of all Permanent Employees in accordance with Company policies.
- 24.07.03 Once per year a single employee may register their companion with the Company for the purposes of providing passes for such companion in the same manner as spouses.
- 24.07.04 Employees will also have access to reduced rate travel benefits offered by other airlines in accordance with agreements reached or to be reached between the company and other airlines.

24.08 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- 24.08.01 Effective upon signing the Company will contribute to an individual RRSP fund account to be set up cooperatively by the Company and the Union.
- 24.08.02 The employee shall be allowed to contribute to the RRSP as per the schedule in Article 24.08.07, from a minimum of 1% up to a maximum of (5) five percent of the employees' salary.
- 24.08.03 The Company's contribution shall match the employee's contribution as per the table in Article 24.08.07 up to a maximum of 5%.
- 24.08.04 Joining the Registered Retirement Savings Plan shall be mandatory for all Cabin Personnel subject to Article 24.08.07.
- 24.08.05 Individual employees will manage their individual accounts with the selected investment group. These services shall be at no cost to the employee.
- 24.08.06 The contributions from the company and the deduction from the employee will be deposited in the employees' RRSP account automatically on a biweekly basis.

24.08.07	Years Of Service	Percentage of Company Contribution	
		<u>Dec 1/00</u>	<u>Dec 1/01</u>
	0-2 years	0%	0%
	2-3 years	0%	1%
	3-4 years	0%	1.50%
	4-5 years	0%	2.00%
	5-6 years	2.50%	2.50%
	6-7 years	3.50%	3.50%
	7-8 years	5.00%	5.00%

24.08.08 On an annual basis effective February 1<sup>st</sup> of each year, an employee may alter their contribution to their RRSP, however, any contribution by the employee above the Company's maximum contribution as per Article 24.08.07 may be altered at any time.

ARTICLE 25 ORDERS IN WRITING AND SAVINGS CLAUSE

25.01 All orders to employees involving a change in base, layoff, recall promotion, demotion, discipline, vacation, and leaves of absence shall be stated in writing with a copy to the Union.

25.02 Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation by the Government of Canada, such invalidation shall not invalidate the remaining portions thereof, and they shall remain in full force and effect

## ARTICLE 26 HUMAN RIGHTS

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

26.02 The Company shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, disability, sex, sexual orientation, marital status, parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence or political activities.

### 26.03 Harassment

Definition: Harassment means conduct in the workplace that creates an intimidating, threatening, coercive or hostile work environment such that:

- a) the individual's work performance is impaired; or
- b) the individual's employment relationship is adversely affected; or
- c) the individual's dignity or respect is denied.

26.04 The following conducts, which are known or ought to reasonably be known unwelcome, are examples of harassment but are not limited to:

- a) sexual innuendo (even in the guise of humour)
- b) touching or patting
- c) sexually suggestive remarks or other verbal abuse about gender
- d) demands for sexual favours
- e) leering or compromising invitations
- f) physical assault
- g) implied or actual threats to the victim or his/her job
- h) offensive material or language whether written or visual, such as graffiti or degrading pictures
- i) placing a condition of a sexual nature on employment, rewards, avoidance of punishment or opportunities for training, transfers or promotion
- j) derogatory jokes
- k) offensive literature
- l) racial slurs
- m) hazing
- n) degrading comments
- o) other activities that intrude upon a person's or group's dignity or that creates an intimidating, hostile, or offensive atmosphere.

26.05 Complaint Procedure

26.05.01 Complaints will be filed and processed in accordance with the Company's Harassment Policy. This policy will be reviewed annually by the Union and the Company and recommendations shall be submitted to the Labour/ Management meetings as outline in Article 21.15

26.05.02 During any interview with the complainant or alleged harasser the employee may request to have a Union representative present.

26.05.03 The decision as a result of the investigation will be communicated in writing to the complainant and the Union.

26.05.04 Where the complainant is not satisfied with the final outcome of the procedure the complainant has the right to seek redress under the Canadian Human Rights Act, Civil Court or the Grievance procedure at Step 2.

ARTICLE 27 DURATION OF AGREEMENT

27.01 This Agreement shall become effective upon ratification except as provided in this agreement and the memorandum of settlement and shall remain in full force and effect until December 31, 2002.

27.02 This Agreement shall remain binding until its' expiry date and from year to year thereafter, unless notification in writing to reopen this Agreement is served by either party. Such notification shall be served not later that (45) calendar days prior to the expiration date in any year.

27.03 In the event notice is given of intended changes, this Agreement shall remain in full force and effect until a new agreement is ratified or until the provisions of the Canada Labour Code have been met.

FOR THE COMPANY

FOR THE UNION

Elaine Métras  
Elaine Métras

Mandy Green  
Mandy Green

Jody Small  
Jody Small

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Marilyne White  
Marilyne White

Humberto Da Silva  
Humberto Da Silva

Daniela Scarpelli  
Daniela Scarpelli

Vickie Dolbeau  
Vickie Dolbeau

Jason Wheeler  
Jason Wheeler

Tony Godinho  
Tony Godinho

Sébastien Charbonneau  
Sébastien Charbonneau

DATE: Feb 6, 2001

**Letter of Understanding #1**  
**RE: Protection for IFD'S**

The Company and the Union agree to the following:

The forty-one (41) permanent IFD's as recognized by the Company on September 11, 2000 as well as the three (3) IFD's acquired with the purchase of Canair shall be grandfathered on the IFD Seniority List. A line will be drawn after the forty-four (44) grandfathered IFD's and their position on the IFD Seniority List shall not be altered. The grandfathered IFD's are as follows:

- Deneault, Michel
2. Desrochers Huguette
3. DaSilva, Humberto
4. Lake, Jeffrey
5. Poisson, Michele
6. Bottoni, Jerry
7. Miller, Robert
8. Blain, Denise
9. Desgagnes, Christine
10. Chuang, Robert
11. Batkiewicz, Mark
12. Hanna, Ivor
13. Meyer, Judy
14. Cunha, Duarte
15. Vella, Ingrid
16. Brun, Maurice
17. Harvey, Paul
18. Normandin, Celine
19. Christodolou, Erricos
20. Bourgault, Martin
21. Bertrand, Monica
22. Frial, Mitizi
23. Stevenson Rohan
24. Labriola, Silvio
25. Bouchard, Caroline
26. Lief, Haley
27. Dinucci, Paolo
28. Manuel, Lynn
29. Walsh, Shanna
30. Mercier, Louis
31. Halle, Nathalie
32. Sfyndilis, Sylvia
33. Couture, Martine
34. Pare, Karolle
35. Lopes, Michael



- 36. Azzi, Maria
- 37. Cote, Martine
- 38. Drapeau, Manon
- 39. Perez, Sandrine
- 40. Wheeler, Jason
- 41. Fiddler, Brian
- 42. Griffiths, Simon
- 43. Bonney, Dennis
- 44. Felipi, Fernando

The remaining Temporary IFD's and Floater IFD's will be put in order of their seniority on the Cabin Personnel System Seniority List and they will be placed under the forty-four (44) grandfathered IFD's.

Effective with this collective agreement from the line under the forty-four (44) grandfathered IFD's downward when Cabin Personnel are awarded the IFD position they shall be placed on the IFD Seniority List in order of their seniority on the Cabin Personnel System Seniority List.

For the Company

For the Union

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

## BLOCK RULES

### ARTICLE B1 OBJECTIVES AND DURATION OF BLOCK RULES

#### B1.01 Objectives

The fundamental objectives of the Block Rules are as follows:

- .01 To provide an orderly method of flight assignment consistent with the principles of seniority;
- .02 To provide Cabin Personnel with the rest and relaxation required for the performance of their duties;
- .03 To provide coverage for all flights in a direct and efficient manner;
- .04 These rules envision that Cabin Personnel will have the necessary qualification to operate the Blocked flight or reserve duty to which their seniority entitles them.

B1.02 At the end of each bid period, the Company agrees to provide each Cabin Attendant with a list of his/her flight time actualization for the previous bid period.

**ARTICLE B2 PREPARATION OF BLOCKS**

- B2.01 Every bid period, the Company will prepare Blocks according to the needs of its operation, in keeping with the provisions of this Agreement.
- B2.02 In an advisory capacity, the Union Blocking Committee will have a Blocking Committee member present to review the awarding of Regular and Reserve Blocks according to the provisions of this Agreement.
- B2.03 The Blocking Committee shall be composed of one (1) Union representative for each permanent Base and a System Chairperson.
- B2.04 The Company agrees to consult with the Union Blocking Committee in the preparation of Cabin Personnel pairings prior to their operation prior to the implementation of the season's operations.
- B2.05 Pairings will be built in accordance with the provisions of this Collective Agreement.
- B2.06 A representative of the Blocking Committee provided for in this Article will be released from duty on the day that the Blocks are awarded. He/she will receive the flight time credits for any flights missed or a credit of four (4) hours per day, whichever the greater. The salary, travel, per diem and accommodation, if applicable, of this Committee member will be borne by the company.
- B2.07 All known flying for the bid period will be paired and Blocked. Pairings which cannot be included in the Blocks will be indicated when the Blocks are published.
- B2.08 The Union Blocking Committee shall meet with the Company as required following Block awards to make any necessary corrections and to review and discuss the Blocks and pairings. Where the Committee recommends and demonstrates an improvement to flight pairings, then the Committee's recommendations shall be implemented provided such changes do not increase staffing requirements or increase crew costs and meet operational requirements. Any changes will be implemented in the next bid period.

B2.09 The following information shall be included in the bid package:

- Pairings
- Hotel and Transportation information – 4 times per year
- Vacations and/or Statutory Holiday periods and vacant vacation slots
- Approved Leaves of absence including union leaves
- Training dates for employees
- Block overlaps
- Crew base list
- Open flights
- Any other information which the Company and/or the Blocking Committee feel is important to assist the bidding process.

B2.10 Block Window

Regular Blocks will be established in such a way that the total flight time credit will be between seventy-five (75) hours and a maximum of eighty-five (85) hours per Cabin Personnel, in keeping with the parameters set forth in this Agreement.

B2.11 Pure Blocks

Blocks shall be built from pairings and provide pure blocks in so far as possible ie. Overseas flying, domestic flying, scheduled and charter A310, B737, B757, turnarounds, layovers.

## ARTICLE B3 BIDDING AND AWARDING OF BLOCKS

### Preamble

Cabin Personnel will bid accordingly before the set deadline (date and time) specified on the bid sheets. One (1) copy will be sent to a specified fax number and/or a specified E-mail and one (1) copy shall be sent to the Union office via fax or e-mail.

All Flight Attendants, regardless of seniority, may bid on all blocks available.

- B3.01 Seniority will prevail in awarding Blocks, taking into account the parameters set forth in the agreement.
- B3.02 Block Exchange A Block, once awarded may not be exchanged; however, flight and/or pairings may be exchanged in accordance with the conditions stipulated in Article B12.
- B3.03.01 Buddy Bidding When two (2) Flight Attendants wish to bid together, the seniority of the junior Flight Attendant will govern the award.
- B3.03.02 Where Buddy Bidding is not possible, individual awards will be made in accordance with the seniority of each Flight Attendant concerned.
- B3.04 A Flight Attendant who fails to submit a Valid Bid for a given period will be awarded an unbid block by the Planner.
- B3.05.01 Sick Leave, Maternity Leave and L.O.A. Any Flight Attendant who is returning to a base from a personal LOA, special assignment, sick leave, or maternity leave will be permitted to bid prior to their return or arrival as long as they meet the deadlines specified in Article B3.10, and will be awarded a block in the normal manner.
- B3.05.02 If they fail to bid by the deadline they will be assigned an unbid block by the Planner on their return for the block or remainder of the block.
- B3.06 Block awards will be posted in all Company crew rooms no later than 1700h on the eighteenth (18<sup>th</sup>) day of the bid period.

- B3.07 No later than five (5) days prior to the beginning of the next Block Period, Planning will make the final Block awards including overlaps, cancellations, amendments and corrections available to each Cabin Attendant and at every crew room. Where an employee provides their e-mail address on the bid sheet Planning will email the results to Cabin Personnel.
- B3.07.01 Any errors in the preparation of Blocks that are discovered by the Union will be corrected.
- B3.07.02 If a re-award is the ultimate solution for correcting the error, the Company and the Union will jointly decide whether it is appropriate to do so, taking alternate solutions into account.
- B3.07.03 In the event of re-awarding, the Block announcement period as per B3.07 will be delayed and Cabin Personnel will be notified by memo.
- B3.08 Contesting Block Awards
- Employees shall have until the end of the second (2<sup>nd</sup>) day following the publishing of the block awards as per B3.06 to contest/question the awards by submitting a request to Planning and the Union.
- B3.08.01 The Company shall correct the error and the Cabin Attendant affected will be awarded the block they originally bid upon. If this is not possible there will be no loss of pay, premiums or per diem for the Cabin Attendant, and the Company will set up the Cabin Attendant's schedule adjusting the Days off to the original bid and take into account the type of flying desired on his/her original bid. The Company will notify the Blocking Committee accordingly. Any disputes that may arise may be submitted to a grievance at Step 1.
- B3.09 In no case will Cabin Personnel have less than four (4) days to bid their blocks with exception outlined in B3.12.
- B3.10 The Company shall provide each Cabin Attendant with a copy of the bid package by the 13<sup>th</sup> day of each bid period at 1000 hours local base time.
- B3.11 Proxy Bid
- An employee who is absent during the bid period may authorize another person to bid, however the bid must be signed by the proxy bidder.

- B3.12 Where Cabin Personnel are away from Base on a layover the Company will fax the bid package to the employee where the employee will not have forty-eight (48) hours at their home base to bid and the Company shall assume all costs related to the employee's bid
- B3.13 **Block Sharing**
- In order to accommodate an employee for reasons of maternity, education prevention of lay-offs, or any other appropriate reason, two employees may request in writing prior to the second (2<sup>nd</sup>) day of any bid period, to the Base Manager to share a block for the next bid period. This request shall be approved by the Company in writing in order of seniority. In the event that there are more Cabin Personnel who wish to block share than there are shared blocks available, the seniority of the most senior Cabin Attendant of each couple shall determine their seniority.
- B3.13.01 Shared blocks will be available when the Company's operational requirements allow.
- B3.13.02 Two (2) Cabin Attendants in the same classification will submit a joint bid to share a Regular or a Reserve Block for any period in which their vacation doesn't fall, for a minimum period of one (1) bid period.
- B3.13.03 In this instance, for bidding purposes, the seniority of the least senior employee will prevail.
- B3.13.04 The employees are responsible for indicating to Planning in writing, within two (2) business days of the block awards, which Cabin Personnel will be operating each assigned flight, who will be taking which GDO's and who will be available on which grey days or reserve days in the case of a reserve block.
- B3.13.05 Regular Blocks: the two (2) Cabin Attendants will receive flight time credits applicable to the pairings operated during that period. Their minimum block guarantee, their maximum block limitation and their GDO's shall be prorated as per Appendix "E" and based on Article B3.13.04

- B3.13.06 Reserve Blocks: the two (2) Cabin Attendants will receive a proration of their minimum block guarantee or the flight time credits actually worked, whichever is greater. Their minimum block guarantee, their maximum block limitation and GDO's shall be prorated as per Appendix "E" and based on Article B3.13.04.
- B3.13.07 The cumulative of the flight time and/or credits of the two (2) Cabin Attendants may not exceed one hundred (100) hours per block period
- B3.13.08 The Shared Block will be final and binding unless one of the two (2) Cabin Attendants concerned is laid off during that time, in which case, the other Cabin attendant will be obliged to operate the pairings in the laid off Cabin Attendant's block.
- B3.13.08.01 In the event that block sharing is for reasons of maternity or health related reasons, the Cabin Attendant's benefits will continue to accrue for the first six (6) months of working a shared block. After six (6) months the benefits will be prorated according to the time worked. This clause applies to pay progression, vacation, sick leave where Regular Blockholder operates less than 37.5 hours, and all applicable employee benefits.
- B3.13.08.02 In the event that block sharing is for education, layoff or for any other reasons, the Cabin Attendant's benefits will continue to accrue for the first three (3) months of working a shared block. After three (3) months the benefits will be prorated according to the time worked. This clause applies to pay progression, vacation, sick leave where Regular Blockholder operates less than 37.5 hours and all applicable employee benefits.
- B3.13.09 Where the Cabin Attendants are bidding on a language qualified block both Cabin Attendants must be qualified in the language.
- B3.14 **IFD Mixed Block**
- Where there are not enough pairings in a bid period to build a seventy-five (75) hour IFD block, one (1) IFD block of seventy-five (75) to eighty-five (85) hours shall be made up from the remaining IFD pairings and reserve days. At the time of the block awards, where the IFD block has half (1/2) or more of the block as pairings they will be considered a Regular Blockholder. At the time of block awards, where the IFD block has less than half (1/2) of the block as pairings they shall be considered a Reserve Blockholder.



B3.15

**Flight Attendant Mixed Block**

Where there are not enough pairings in a bid period to build a seventy-five (75) hour Flight Attendant block, up to two (2) Flight Attendant blocks of seventy-five (75) hours will be made up using the remaining Flight Attendant pairings and reserve days. At the time of the block awards, where the Flight Attendant block has half (1/2) or more of the block as pairings they will be considered a Regular Blockholder. At the time of block awards, where the Flight Attendant block has less than half (1/2) of the block as pairings they shall be considered a Reserve Blockholder.

ARTICLE B4 LIMITATIONS

- B4.01 The Minimum Block Guarantee shall be seventy-five (75) hours for Regular Blockholders and seventy-five (75) hours for Reserve Blockholders.
- B4.02 The Absolute Maximum Block Limitation for each Cabin Attendant in any bid period shall be one hundred (100) hours as per Article 6.03 and 6.04.
- B4.03 The Company specifically agrees that when a Cabin Attendant reaches his/her Absolute Maximum Block Limitation he/she shall have the right to be relieved of all duty with the Company until the commencement of the next bid period.
- B4.04 Any hours in excess of the Absolute Maximum Block Limitation must be resolved as soon as projected by removal of a pairing from the Cabin Attendant's block. This is a mandatory function for the Company. The Cabin Attendant may choose the flight or flights from which to be removed and will advise Crew Scheduling as soon as it is realized that he/she will exceed the absolute maximum, but not less than forty eight (48) hours prior to the scheduled departure.
- B4.05 Return to Base Extension
- Cabin Personnel shall be legal to operate a pairing in excess of the maximum block limitation only to complete their return to Home Base in the same bid period provided that one half (1/2) the projected flight time credits for the entire pairing does not project them beyond the maximum block limitation.

## **ARTICLE B5 DUTY PERIOD LIMITATIONS**

### **B5.01 Duty Period**

A duty period shall commence and shall be continuous until broken by a legal rest period in accordance with the following rules:

#### **B5.01.01 Domestic Flights**

**B5.01.01.01 Duty Period Commences:** One (1) hour and fifteen (15) minutes prior to scheduled departure, or rescheduled departure if the Cabin Attendant is notified prior to his arrival at airport or aircraft as applicable.

**B5.01.01.02 Duty Period Terminates:** thirty (30) minutes after blocks are inserted or until released from duty.

#### **B5.01.02 Overseas flight Originating Outside of Canada/USA**

**B5.01.02.01 Duty Period Commences** One (1) hour and fifteen (15) minutes prior to scheduled departure or at pick up whichever is earlier. Crew pick up may not be planned by the Company more than two (2) hours before departure. In the event of a delay the duty period will not commence until the rescheduled pick up time if the cabin attendant is advised of the delay one hour prior to the scheduled pick up time.

**B5.01.02.02 Duty Period Terminates** thirty (30) minutes after blocks are inserted or upon arrival at the hotel as per Article 4.25.

### **B5.02 Scheduled Duty Period Limitation**

**B5.02.01** A duty period will not be scheduled to exceed fifteen (15) hours other than by agreement, in writing, between the union and the company.

**B5.02.02** Any duty period will be reduced by one (1) hour for each scheduled flight leg exceeding four (4). If the first or last leg of a duty period is a deadhead the one (1) hour reduction will not apply. Under no circumstances will a Cabin Attendant be required to be on duty for more than five (5) flight legs in one (1) duty period including all deadheads.

**B5.02.03** A flight is considered to be a domestic night trip when three (3) or more hours of the duty period are between 00:00 and 06:00 local time.

### B5.03 Absolute Maximum Duty Period Limitation

The Absolute Maximum Duty Period Limitation is seventeen (17) hours.

B5.03.01 The Absolute Maximum Duty Period Limitation may be exceeded by one (1) additional hour only provided that the following conditions are met:

- a) the cockpit crew is blocked as augmented crew;
- b) Cabin Attendants will not be required to remain with or provide services to passengers on the ground;
- c) the flight has a full cabin attendant complement as per Article 23.02;
- d) upon return to the Cabin Attendant's home base they shall receive a minimum of twenty-four (24) hours crew rest for a domestic flight.
- e) B 5.06 applies.

B5.03.02 Where Cabin Personnel are projected to exceed the Absolute Maximum Duty Period Limitation and any of the conditions set out in Article B5.03.01 are not met the employee shall not be required to operate the flight(s).

B5.03.03 No Cabin Attendant shall be required to operate a flight more than one (1) hour beyond the Absolute Maximum Duty Period Limitation.

#### B.5.04 Front End Crew Replacement

In the event the Company is required to or elects to replace the front end crew due to a delay or because they will be projected to exceed their Duty Period Limitation, the Cabin Attendants will also be replaced provided the Cabin Attendants are operating the same routing.

B5.05 **Release from duty:** In accordance with B5.02, B5.04 or B5.05.02, the Company will designate the station or Base where the release from duty will be effective, within the applicable Absolute Maximum Duty Period Limitation as per Article B5.03.01.

B5.05.01 At any base, where the duty day is forecast to exceed the Scheduled Duty period Limitation as per B5.02 the Company shall give the option to the Cabin Attendants to be replaced.

B5.05.02 **Away Home Base:** When, according to the official forecast, the duty period is expected to exceed the Absolute Maximum Duty Period Limitation defined in Article B5.03.01, the Cabin Attendant will not be required to remain on duty except as provided for in B5.03.01.

**B5.06 Duty Period Extension Premium**

- B5.06.01 A Cabin Attendant will never be scheduled for more than fifteen (15) hours.
- B5.06.02 Where a Cabin Attendant is asked to operate beyond fifteen (15) hours and the Cabin Attendant agrees, they will then receive an expense allowance of one hundred dollars (\$100.00). This expense allowance will be paid provided the Cabin Attendant agrees to continue and operates the flight, whether the actual duty period exceeds (15) hours or not.
- Where the Cabin Attendant does not wish to exceed fifteen (15) hours they will be removed as per B5.05.01.
- B5.06.03 Where a Cabin attendant operates in excess of sixteen (16) hours he/she shall receive an additional one hundred dollars (\$100) for the flight for a total of \$200.
- B5.06.04 Where a Cabin Attendant operates in excess of seventeen (17) hours he/she shall receive an additional two hundred dollars (\$200) for the flight for a total of \$400.

## ARTICLE B6 LEGAL REST PERIODS

- B6.01 **At Home Base:** The minimum Legal rest period at home base is twelve (12) hours.
- B6.01.01 **After a Domestic Night Trip:** A Cabin Attendant will not be required to report for duty prior to 0800 hours on the day following arrival at home base.
- B6.01.02 **Exception:** A Blockholder may be scheduled for a maximum of two (2) domestic night trips back to back provided that on each night trip rest as per B7.17.01 is provided, otherwise Article B6.01.01 applies.
- B6.01.03 Where a Cabin Attendant returns Home Base from an overseas flight, the uninterrupted rest period will be at least one day (1) as per Article 4.10.
- B6.02 **Legal Rest Periods – Layover Station:** A rest period at a layover station must be of the following minimum duration:
- B6.02.01 For all flights including a rest period at a layover station, the rest period will be scheduled at least thirteen hours and forty-five minutes (13:45), block to block. Under no circumstances will this rest period be less than eleven (11) hours block to block on domestic operations, including eight hours and fifteen minutes (8:15) of prone rest as per Article 4.25 or eleven hours and thirty minutes (11:30) block to block on overseas or Hawaiian operations, including eight hours and forty-five minutes (8:45) prone rest as per Article 4.24.
- B6.03 A Cabin Attendant will not be contacted during a legal rest period for any reason whatsoever except for the two (2) hours immediately prior to show time. Should the Company contact a Cabin Attendant other than at that time, he/she will be entitled to a new legal crew rest, which will commence immediately.
- B6.04 The Company will provide a crew lounge or a common room to a crew that is delayed, or has to stop over at an enroute station, during which it is relieved of all work related responsibilities for more than three (3) hours. If the delay or enroute stop is of a duration of five (5) hours or more, block to block, the company shall provide each employee with his/her own room.

**B6.05 Number of days of consecutive work within the same pairing:**

When a Cabin Attendant works three (3) duty periods in three (3) consecutive days, the Cabin Attendant will be entitled to a rest period of one (1) day as per Article 4.09 at the end of the third duty period.

**B6.06 In-flight rest periods and crew meals;**

**B6.06.01** In-flight rest periods: On any flight up to six (6) hours long, the IFD will schedule breaks for Cabin Personnel during the flight as appropriate to the flight time and duty period, with a minimum of fifteen (15) minutes each.

**B6.06.02** On any flight over (6) hours long, the IFD will schedule breaks for Cabin Personnel during the flight as appropriate to the flight time and duty period, with a minimum duration of fifteen (15) minutes each. The IFD may schedule more than one (1) break where the total break time available exceeds fifteen (15) minutes.

**B6.06.03** In any duty period where the flight has multiple flight legs of three (3) hours or less, the IFD will schedule breaks for Cabin Personnel during the duty period, with a minimum of fifteen (15) minutes each.

**ARTICLE B7 GUARANTEED DAYS OFF (GDO)**

- B7.01 Cabin Personnel will be entitled to a minimum of ten (10) Guaranteed Days Off in a bid period, free from all duties.
- B7.02 Guaranteed Days Off will commence at 0001 hours the day following the termination of the last duty period at Home Base.
- B7.03 Each period of Guaranteed Days Off shall be scheduled with a minimum duration of two (2) days. Where it is not possible to schedule all days off in periods of forty-eight (48) hours or more, two (2) periods only of twenty-four (24) hours may be scheduled.
- B7.03.01 Repayment of Guaranteed Days Off**
- In the event a Cabin Attendant loses a Guaranteed Day Off, he/she will have the Guaranteed Day Off replaced within the current block period or if lost in the last seven (7) days of the block the GDO(s) shall be replaced in the next block period. In all cases the Cabin Attendant shall choose the replacement day off. Cabin personnel shall advise the Crew Scheduling which replacement day they wish at the time of the loss.
- B7.03.02 When a Guaranteed Day Off is replaced, it will be scheduled in conjunction with another Guaranteed Day Off, or group of GDOs, in order to provide the Cabin Attendant with no less than a rest period of forty-eight (48) hours unless otherwise requested by the Cabin Attendant.
- B7.04 Cabin Personnel Who Bid Open Flying**
- Cabin Personnel** who bid for open flying on a Guaranteed Day Off as per Article B8.04 shall not have their GDO repaid.
- B7.05 Guaranteed Days Off shall not be changed by the Company except as provided for in B7.03.01 and in order to apply Article 9.12.



**ARTICLE B8 OPEN FLYING**

- B.8.01 Cabin Personnel will bid for their original blocks first. Once the blocks have been awarded, those Cabin Personnel who wish to pick up extra flights may bid on open flying.
- B8.02 Cabin Personnel may bid on any open flying that may fit into their schedule.
- B.8.03 Open flights shall be awarded in accordance with seniority and classification and shall be subject to the Block Rules.
- B8.04 Open flights that become available after the block period starts may be bid upon in order of seniority and classification.
- B8.04.01 The Crew Scheduling shall publish all open flights that are available and Cabin Personnel may call and then shall fax or email in to Crew Scheduling to bid open flying indicating their flight preference, if any by 1600 hours two (2) days before the pairing departs and in no case later than the time the open flight is awarded.
- B8.04.02 Open flying shall be awarded at 1700 hours local time two (2) days before the pairing departs. Open flying awarded at this time shall be considered overtime as per Article 5.04.

## ARTICLE B9 DRAFT PROCEDURES

- B.9.01 Definition: The involuntary assignment of Cabin Personnel on a grey day, except as provided in this article, to an open flight after the block bid period has started.
- B9.02 The Company acknowledges that drafts are exceptional and will not be common practice.
- B9.03 Any flight or pairing not awarded according to the provisions of Reassignment Article B11, Reserve Article B10 or Open Flying Article B8, will be awarded in accordance with Article B9 on Drafts.
- B9.04 A Cabin Attendant who is awarded a flight or a flight sequence, in addition to his/her original pairing, as follows:
- a) within his/her original duty period; or
  - b) within his/her original pairing while away from home base
- shall be paid as per Article B9.06 & B9.09.
- B9.05 **Deadheading Cabin Personnel**
- Cabin Personnel normally supposed to deadhead may be offered the right of first refusal, in order of seniority, to operate the flight or flight sequence on which he/she was originally supposed to deadhead or to be assigned to that flight in reverse order of seniority.
- B9.06 **Additional Draft Credit**
- When Regular Blockholders are requested to operate a flight with three (3) hours notice or less prior to departure, an Additional Draft Credit of one (1) hour will be awarded and shall be paid at the applicable hourly rate plus IFD premium, if applicable.

**B9.07 Standard Draft Sequence**

Cabin Personnel will be drafted in reverse order of seniority and within classification, according to the following sequence and subject to Article B9.08:

- a) Cabin Personnel with a block of less than seventy-five (75) hours on a grey day may be drafted to a flight that would take the Cabin Personnel up to eighty (80) hours for the block period. In this case no draft premium shall be paid for those hours under seventy-five (75) hours.
- b) Cabin Personnel with a block over seventy-five (75) hours on a grey day;
- c) Cabin Personnel with a block of less than seventy-five (75) hours on a Guaranteed Day Off
- d) Cabin Personnel with a block of over seventy-five (75) hours on a Guaranteed Day Off:
- e) Operating a scheduled flight or pairing on that day.

**B9.08 Cabin personnel will have the right to refuse a draft if:**

- a) The draft brings the Cabin Attendant over the Minimum Block Guarantee as per B9.07 a);
- b) The Cabin Attendant is on a Guaranteed Day Off;
- c) Operating the flight will affect other flights in his/her schedule
- d) Where the draft is on a grey day and the Cabin Attendant is over seventy-five (75) hours.

**B9.08.01** The Cabin Attendant shall not be drafted where they have not had minimum crew rest after his/her previous flight.

**B9.09 Credits**

When Cabin Personnel are drafted, they will be entitled to receive flight time credits as per Article 5.

## ARTICLE B10 RESERVE

- B.10.01 For each Home Base or Temporary Base the number of reserve blocks for the Flight Attendant classification must represent at least five (5%) percent of the equivalent of the number of Regular Blockholders including Cabin Personnel on vacation during that bid period.
- B.10.02 In-Flight Director classification, the percentage of Reserve Blocks will be at least five (5%) percent for and is established in the same way as the Flight Attendant classification.
- B.10.03 Reserve Blockholders shall be assigned to operate all open flights as per Order of Flight Assignment Article B13 and they will be called out in reverse order of seniority in the following sequence:
- a) Reserve Blockholder with least amount of flight hours;
  - b) Reserve Blockholder for whom the flight will not extend into Days Off.
- B.10.04 Each Reserve Day will be a period commencing at 0001 hours and ending at 1200 hours and designated as RAM or commencing at 1201 hours and ending at 0000 hours and designated as RPM.
- B.10.05 Reserve Blockholders will not be on reserve for periods of more than five (5) consecutive days, including training or overlaps from one bid period to the next. Nevertheless when a change in Reserve Days is requested by the Cabin Attendant, the maximum period may be extended to seven (7) consecutive days.
- B.10.06 Reserve Blockholders will not be assigned to operate more than three (3) consecutive flights during any five (5) day reserve period. If a Reserve Blockholder operates three (3) consecutive flights in a five (5) day reserve period he/she will be released from duty the duty period immediately following the third (3<sup>rd</sup>) consecutive flight.
- B.10.07 If called on a Reserve Day, the Reserve Blockholder will have thirty (30) minutes in order to call Crew Scheduling. Crew Scheduling will make two (2) attempts to contact the Reserve Blockholder at their contact numbers spaced at ten (10) minutes intervals. During each attempt to contact the Reserve Blockholder Crew Scheduling will leave a message if it is possible.

- B.10.08 An employee while on reserve duty may be granted, where operationally practical, a release from duty, for up to three (3) hours, for the purpose of conducting personal business matters.
- B.10.09 Flights may be assigned during a Reserve period when the flight departure occurs within two (2) hours of the end of the Reserve period.  
ie. Flights departing before 1400 hours may be assigned during RAM  
Flights departing prior to 0200 hours may be assigned during RPM
- B.10.10 Each Reserve Block will have a minimum of ten (10) Days Off and shall be blocked in each block period as per the following: 6/2/2, 5/3/2, 4/4/2, 4/2/2/2, 4/3/3 and 3/3/2/2.
- B.10.11 Reserve Blockholders may bid on open flying in the same manner as Regular Blockholders on their Guaranteed Days Off. The Flight Time Credits for such flights shall be in addition to their Minimum Block Guarantee. Notwithstanding, reserve blockholders shall be available to be called out to operate up to seventy-five (75) hours in a bid period.

## ARTICLE B11 REASSIGNMENT

### B.11.01 Removal

A Regular Blockholder may only be removed from a flight or pairing at Company request to perform the following:

- B11.01.01 To perform non-flying duties on a voluntary basis;
- B11.01.02 To be trained:
- B11.01.03 To replace another employee for the purpose of establishing competency or because of specific language requirements.

### B1 1.02 Displacement

A Regular Blockholder may be displaced from a flight or pairing within classification in order of seniority, to permit the Company to assign another employee to the position

- B11.03 When a Cabin Attendant loses a flight or flight sequence for any reason they will be guaranteed the pay for the flight or pairing. They will be subject to reassignment in reverse order of seniority with the following exceptions:
  - a) Displacement as per Article B11.02;
  - b) Removal as per Article B11.01;
  - c) Flight lost as a result of over projection -Cabin Personnel removed due to time control will not be subject to reassignment;
  - d) Flights lost as a result of reassignment or draft;
- B11.04 Time of Reassignment
  - B11.04.01 An employee may be reassigned at the time of notification of the loss of a flight or flight sequence or any other time of legal contact with Crew Scheduling. An employee who is subject to reassignment will not at any time be considered to be on reserve.
  - B11.04.02 The employee will call in prior to 1700 hours on each day the employee is reassignable until such time as they have made up the hours.
- B.11.05 If no reassignment is made as per Article B11.04 the employee will be released until the next scheduled duty period.

- B.11.06 An employee will only be required to work within the originally scheduled calendar day(s) of the original pairing unless specifically agreed between the Company and the employee.
- B.11.07 Notwithstanding B11.06, when the reassignment causes an illegality or loss/removal of an initially blocked flight, the employee will not be subject to reassignment and will receive the greater of the scheduled flight time credits for all the flight(s) or flight sequence(s) lost or the flight time credits earned.
- B.11.08 The option to refuse to be reassigned to a flight or flight sequence which has a scheduled flight time credit exceeding the scheduled flight time credit of the flight or pairing lost.
- B.11.09 An employee has the option to refuse to be reassigned from a one-duty period pairing to a multi-day pairing.

**B11.10 Credits**

**B11.10.01 Removal and Displacement**

Where a Blockholder is removed as per Article B11.01.02 and B11.01.03 displaced at Company request as per Article B 11.02 he/she shall receive the greater of the flight time credits for the flight or pairing lost or the credits earned.

**B11.10.02 Reassignment**

A Blockholder shall receive the greater of the flight time credits for the pairing or flight affected or the flight time credits earned for the flight or pairing operated.

ARTICLE B12 FLIGHT SWITCHES

- B.12.01 General: In a Block Period, Cabin Personnel will be entitled to unlimited flight switches except as provided in B3.02, provided the flight switch does not bring the flight time credits below the minimum guarantee of seventy-five (75) hours. Flight switches will be approved by Control Centre as long as they follow the Block Rule procedures.
- B.12.02 A Flight Switch is a reciprocal exchange of flights between two (2) Cabin Personnel in the same classification for the flights being switched.
- B.12.03 Once Cabin Personnel have operated seventy-five (75) hours in a bid period, Cabin Personnel may give away a flight to another Cabin Personnel as long as they both respect the terms of the Block Rules.
- B12.04 Procedure
- Cabin Personnel requesting the Flight Switch or Flight Give Away will provide a minimum of forty-eight (48) hours notice in writing to Crew Scheduling, which will approve or deny the request. The Cabin Attendant involved shall call Crew Scheduling prior to checking in for the flight to ensure their flight switch or flight give away has been approved.
- B12.05 Approval
- A flight switch or flight give away will be approved when Cabin Personnel are legal in all respects to operate the remainder of their block and when Cabin Personnel are legal in all other respects.
- B12.06 One long trip may be exchanged for two (2) short trips of similar credit value. This will be considered to be one (1) flight exchange.
- B12.07 Cabin Personnel may give up a Guaranteed Day Off in order to permit a flight exchange to meet all standards required. Therefore no overtime will be paid on these affected Guaranteed Days Off. The Guaranteed Days Off will then be considered forfeited.



**ARTICLE B13 ORDER OF FLIGHT ASSIGNMENT**

**B13.01 Order of Assignment to a flight for IFD's:**

- B13.01.01 IFD scheduled for the flight;
- B13.01.02 IFD on reassignment as per Article B11;
- B13.01.03 IFD in open flying as per B8;
- B13.01.04 IFD on IFD Reserve as per Article B10;
- B13.01.05 IFD drafted as per Article B9;
- B13.01.06 Offer to F/A in order of seniority scheduled on the flight then assign most junior.

**B13.02 Order of Assignment to a flight for Flight Attendants:**

- B13.02.01 Flight Attendant scheduled for the flight:
- B13.02.02 Flight Attendant on reassignment as per Article B11;
- B13.02.03 Flight Attendant in open flying as per Article B8;
- B13.02.04 Flight Attendant on Flight Attendant Reserve as per Article B10;
- B13.02.05 Draft as per Article B9.

#### ARTICLE B14 SUBCONTRACTS

- B14.01 The parties recognize that subcontracts, ACMI flying and other flying of a duration of more than seven (7) days that does not appear on the regular schedule will be operated by the Company from time to time.
- B14.02 In order for the company to be able to compete and offer suitable working conditions, the parties agree to the following:
- B14.02.01 Where the subcontract is twenty-eight (28) days or less, base seniority shall prevail in the awarding of the subcontract.
- B14.02.02 Where the subcontract is more than twenty-eight (28) days, system seniority will prevail in the awarding of the subcontract.
- B14.02.03 Cabin Personnel may not be assigned to a subcontract once their vacation has commenced.
- B14.03.01 Cabin Personnel may be called while on vacation to bid on a subcontract that commences outside of the vacation period.
- B14.03.02 Where a Cabin Attendant bids for a subcontract any vacations during the subcontract would be posted for bid as per Article 9.18.
- In this case the Cabin Attendant shall bid for such vacation where there are vacation periods available or be assigned.
- B14.04.01 Vaccines and visas: Cabin Personnel who have been awarded a subcontract according to the award procedures in the previous paragraph will be advised by the Company of vaccines recommended and visas required for his/her stay overseas. The taking of such vaccinations shall be optional. When the Cabin Attendant opts not to take vaccination the Cabin Attendant shall be required to sign a waiver.
- B14.04.02 If vaccinations are required by a destination country the Cabin Attendant must have the vaccinations or they would not be assigned to the subcontract.
- B14.05 Accommodations: It is agreed that accommodations away from home base during a subcontract will be in keeping with the standards set in Article 7.17.01 and 7.17.02.

- B14.06 The collective agreement shall apply to Cabin Personnel assigned or awarded a subcontract with the following exception of GDO's. GDO's should be assigned in periods of not less than forty-eight (48) consecutive hours during the subcontract as per Appendix "E". Any GDO's not taken during the subcontract will be granted in periods of no less than forty-eight (48) hours no later than the bid period following their return from the subcontract.
- B14.07 Cabin Personnel will be paid per diems no less than the pilots, prior to the commencement of the subcontract. In the event a subcontract ends earlier than expected, repayment of per diems shall be as per Article 5.07.
- B14.08 When the subcontract exceeds its original scheduled duration, it is agreed that the Company cannot oblige the Cabin Personnel to remain on the subcontract, and will proceed with replacing the individuals who opt not to remain on the subcontract.
- B14.09 Cabin Personnel will be provided with an allowance of five dollars (\$5.00) U.S per day for communications with their family.
- B14.10 Cabin Personnel will be provided with an allowance of five dollars (\$5.00) U.S per day for laundry services.
- B14.11 In the event of the sub contract being terminated prior to the expected date, the right of return to home base will be offered to Cabin Personnel in order of seniority, and if necessary, Cabin Personnel will be required to return in reverse order of seniority.
- B14.12 The Union and the Company shall agree on all specific ACMI terms prior to the commencement of the contract in the form of a letter of understanding which shall state the terms and conditions of the contract and shall be considered part of this agreement.
- B14.13 Unless operationally required a Cabin Attendant shall have not less than two (2) hours to respond to a call.

APPENDIX "A"  
MAP



APPENDIX "B"

HOSTAGE INTERNMENT FORM

ROYAL AVIATION INC.  
c/o HUMAN RESOURCES DEPT.

\_\_\_\_\_ ON \_\_\_\_\_  
(name of Cabin Attendant) (date)

The purpose of this form is to appoint the person(s) to receive compensation provided for in Article(s) 10.13 and 10.15 of the Agreement between Royal Aviations Inc. and Airline Division of C.U.P.E.

100% of salary to be paid to (name) \_\_\_\_\_  
address \_\_\_\_\_  
during time of my internment, or 1 (one) year time from my internment, or until such time when my death can be proven.

The above instructions may be changed at any time in writing bearing the signature of the undersigned. Upon receipt of the letter, the Company will make any changes immediately.

Moreover, if I should die during time of internment or when on assignment on behalf of the Company away from Home Base, I would like my body to be brought back to Canada, I o t h e city o f \_\_\_\_\_, and the following person notified immediately: \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address and telephone number)

\_\_\_\_\_  
Signature of Cabin Attendant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**APPENDIX "C" - SENIORITY LIST  
CABIN PERSONNEL SYSTEM SENIORITY LIST**

ANC	NOM	BASE	B TEMP	D EMB	D PERM	REMARQUES
1	DENEULT Michèle	YUL	*	23 03 92		
2	DESROCHERS Huguette	YUL	*	23 03 92		
3	DASILVA Humbert	YYZ	*	23 03 92		
4	POSSON Michèle	YUL	*	23 03 92		
5	LAKÉ Jeffrey	YYZ	*	23 03 92		
6	FIARDI Patricia	YYZ	*	23 03 92		
7	BOURGault Marin	YUL	*	25 05 92		
8	MCCLURE Betty-Ann	YUL	*	25 05 92		
9	BERTRAND Monica	YYZ	*	22 06 92		
10	BOTTONI Jerry	YYZ	*	18 12 92		
11	MEAGHER Katherine	YUL	*	25 05 92		
12	VELLA Ingrid	YYZ	*	03 02 93		
13	MILLER Robert	YVR	*	20 03 93		
14	HENRY Isabelle	YUL	*	20 03 93		
15	WALKER Maria	YYZ	*	20 03 93		
16	MEYER Judy	YYZ	*	20 03 93		
17	BENNETT David	YYZ	*	20 03 93		
18	BLAIN Denise	YUL	*	17 05 93		
19	NORMANDIN Céline	YYZ	*	17 05 93		
20	HALLÉ Nainah	YUL	*	17 05 93		
21	BOUCHARD Catherine	YVR	*	17 05 93		
22	DESGAGNES Christine	YUL	*	17 05 93		
23	DENUCCI PAOLO	YUL	*	17 05 93		
24	MANUEL Lynn	YYZ	*	17 05 93		
25	PÉREZ Sandrine	YUL	*	17 05 93		
26	ARSENEAULT Marie	YUL	*	17 05 93		
27	ALARIE Rosanne	YUL	*	17 05 93		
28	GOUCÉY Patrick	YUL	*	17 05 93		
29	WALSH Shanna	YYZ	*	26 07 93		
30	CHUANG Robert	YYZ	*	27 09 93		
31	BATKIEWICZ Maria	YYZ	*	27 09 93		
32	HANNA Ivor	YYZ	*	27 09 93		
33	COUTURE Martine	YYZ	*	27 09 93		
34	SHEPPERD Deanna	YYZ	*	27 09 93		
35	PARE Carole	YYZ	*	27 09 93		
36	OULETTE Sonia	YVR	*	27 09 93		
37	CHRISTODOULOU Ericos	YYZ	*	27 09 93		
38	ZACHARIAS Ayesha	YYZ	*	27 09 93		
39	CORDERO Patricia	YYZ	*	27 09 93		
40	STEVENSON Rohan	YVR	*	27 09 93		
41	MELARAGNI Jane	YYZ	*	27 09 93		
42	GILBERT Sylvain	YYZ	*	08 11 93		
43	BAXTER Janine	YYZ	*	08 11 93		
44	SHEVALIER Clara	YYZ	*	08 11 93		
45	CUNHA Duarte	YYZ	*	08 11 93		
46	BRUN Maurice	YYZ	*	08 11 93		
47	LOPES Michael	YYZ	*	08 11 93		
48	SFYNDILIS Silvia	YYZ	*	08 11 93		
49	BERGIER Antonio	YVR	*	08 11 93		
50	BORGES Dulce	YYZ	*	15 11 93		
51	HARVEY Paul	YYZ	*	15 11 93		
52	SCARPELLI Daniela	YYZ	*	15 11 93		
53	BRANDT Charles	YYZ	*	15 11 93		
54	AZZI Maria	YYZ	*	15 11 93		
55	GODINHO Tom	YYZ	*	15 11 93		
56	SHEPHERD Mar	YYZ	*	15 11 93		
57	SMITH Alison	YYZ	*	15 11 93		

88	CHAN Beinda	YYZ	*	02 06 94
89	MCGREGOR Caro	YYZ	*	02 06 94
90	MERCIER Louis	YUL	*	1 11 93
91	GRÉNIER Benoît	YYZ	*	1 11 92
92	PRIZIO Antonietta	YUL	*	1 11 93
93	GIRARD Helene	YYZ	*	1 11 94
94	KERNOUHAN Neary	YYZ	*	05 12 94
95	LAUZIERE Sonia	YYZ	*	05 12 94
96	CÔTE Martine	YUL	*	05 12 94
97	DOMINNO Grace	YYZ	*	05 12 94
98	CARILLA Jennie	YYZ	*	05 12 94
99	KARANSU Gerr	YYZ	*	03 04 95
100	STUNGURIS Joanna	YYZ	*	03 04 95
101	LABRIOLA Silvio	YVR	*	03 04 95
102	DOLBEAU Vicki	YYZ	*	03 04 95
103	PETRONE Rita	YYZ	*	03 04 95
104	SO Ame	YYZ	*	1 04 95
105	NEALE Huyen	YYZ	*	1 04 95
106	MOLINA Maria	YYZ	*	1 04 95
107	MELME Eveline	YYZ	*	1 04 95
108	BRVCE Monica	YYZ	*	1 05 95
109	FRIGINETTE Marcia	YYZ	*	01 05 95
110	MACHADO Susan	YYZ	*	22 05 95
111	BOISEN Christine	YYZ	*	23 05 95
112	REVIL-LINDAYEN Jewel	YYZ	*	23 05 95
113	GOMES Sofia	YYZ	*	23 05 95
114	CAMPÉAU Patrick	YUL	*	29 05 95
115	LAFONTAINE Anne	YUL	*	29 05 95
116	DUSSAULT Marc	YUL	*	29 05 95
117	BIANCHINI Rebecca	YUL	*	29 05 95
118	PORTO Ana	YYZ	*	29 05 95
119	WHÉTER Jason	YVR	*	19 10 95
120	VEILLETTE Lisa-Anne	YVR	*	19 10 95
121	COVELLI Sabrina	YYZ	*	19 10 95
122	FIDLER Brian	YVR	*	19 10 95
123	RONDEN Stephanie	YVR	*	16 11 95
124	RONAK Sandra	YYZ	*	23 11 95
125	DORAN Suzanne	YYZ	*	23 11 95
126	ROBITAILLE Debbie	YYZ	*	23 11 95
127	VASSELL Marcia	YYZ	*	20 11 95
128	VALDIVIA Veronica	YVR	*	20 11 95
129	PRAVATO Lorena	YYZ	*	20 11 95
130	JOSEPH Merr	YYZ	*	20 11 95
131	THAUVETTE Céline	YUL	*	21 11 95
132	SOUSA Nancy	YYZ	*	21 11 95
133	REYES Mauricio	YUL	*	21 11 95
134	LEMAY-SAVARD M	YUL	*	03 06 95
135	LEGAULT Isabelle	YUL	*	03 06 95
136	NOON Aligha	YVR	*	25 11 96
137	LIEF Hayley	YVR	*	25 11 96
138	DOLPHIN Michele	YVR	*	25 11 96
139	BENEZRA Steve	YUL	*	25 11 96
140	MAY Lee-Ann	YYZ	*	02 04 97
141	CRANDON Claire	YYZ	*	02 04 97
142	MEINEL Marianne	YYZ	*	02 04 97
143	DOLBEAU Candice	YYZ	*	02 04 97
144	CIPRESSI Lana	YYZ	*	02 04 97
145	COUTURE Stephanie	YYZ	*	02 04 97

115	KOLESNIK Doroth	YYZ	02 04 9'
116	GRABOWSKI Antonia	YYZ	02 04 9'
117	PERRIN Michèle	YYZ	02 04 5'
118	HENDRICKSON Denise	YYZ	02 04 5'
119	MONDOLIAS Voula	YYZ	02 04 5'
120	DUBÉ Priscilla	YYZ	02 04 5'
121	OLIVEIRA Paula	YYZ	02 04 5'
122	FILIPPI Nadia	YYZ	02 04 9'
123	CORREA Natalia	YYZ	02 04 9'
124	PAOLICELLI Donna	YYZ	02 04 9'
125	MACKENZIE Rhonda	YVR	19 10 9'
126	OMYTRAK Joanne	YVR	15 11 9'
127	DRAPEAU Manon	YUL	26 05 5'
128	PINARD June	YUL	26 05 5'
129	LANSER Sharon	YVR	26 05 5'
130	POTVIN Naimane	YUL	26 05 9'
131	THOMPSON M France	YUL	26 05 9'
132	MONTANO Claudine	YYZ	26 05 9'
133	VAGANOV Dmitri	YYZ	26 05 5'
134	GOULET Jacques	YUL	26 05 9'
135	KELLY Karen	YYZ	26 05 9'
136	NGUYEN Vu Jonnny	YUL	26 05 9'
137	FORIN Eric	YUL	26 05 5'
138	AKKABOUNE Tarek	YUL	26 05 5'
139	BONENFANT Carole	YUL	26 05 5'
140	GAUTHIER June	YUL	26 05 9'
141	REINBOLDT Chandra	YYZ	26 05 9'
142	WHITE Beatrix	YYZ	26 05 9'
143	VINET Anne	YUL	26 05 9'
144	BEAUDRY Suzanne	YUL	26 05 9'
145	KACHOWSKI Maria	YYZ	26 05 9'
146	RENAUD Mylene	YUL	26 05 9'
147	SILVA Decio	YYZ	26 05 9'
148	FONTAINE Caroline	YUL	26 05 9'
149	BENQUISTA Tanya	YYZ	26 05 9'
150	MCCLARNON Chad	YUL	26 05 9'
151	LAUZON Anne	YUL	26 05 9'
152	MASSE Genevieve	YUL	26 05 9'
153	VALLIERES Maureen	YYZ	26 05 9'
154	SOLARINO Maria	YUL	26 05 5'
155	PAMPOUKIDIS Meter	YUL	26 05 9'
156	ARRINDELL Tracy	YVR	25 05 9'
157	FILIFE Fernando	YYZ	25 08 5'
158	MARQUES Migue	YYZ	25 08 9'
159	GRIFFITHS Simon	YYZ	25 08 9'
160	SCOTT Deborah	YYZ	25 08 9'
161	MOUSTAFA Reza	YYZ	25 08 9'
162	MENDOZA Claudine	YYZ	25 08 9'
163	MANN Rachelle	YVR	12 11 3'
164	BARNABÉ Melanie	YVR	12 11 9'
165	MARCOUX Elizabeth	YUL	12 11 9'
166	MÉDÉIROS Isabele	YVR	12 11 9'
167	CHARBONNEAU J Michèle	YUL	12 11 9'
168	DAGRACA Priscilla	YUL	12 11 9'
169	GRANADEIRO Carla	YUL	12 11 9'
170	REYES CONTRERAS R	YUL	26 05 9'
171	BALON Jacky	YEG	01 05 98
172	ASSELIN Yves	YVR	11 05 53



173	NUNES Ana	YVR	*	11 05 98
174	PICHE Ghislain	YVR	*	11 05 98
175	MELYMICK Christina	YVR	*	11 05 98
176	HORONOWITSCH Tanva	YVR	*	11 05 98
177	BRUNETTE Nathalie	YUL	*	11 05 98
178	PARKER Karen	YDR	*	01 06 98
179	NASSO Marc	YYZ	*	06 07 98
180	IMENZELLA Antonella	YYZ	*	06 07 98
181	GELZ Ava-Maria	YYZ	*	06 07 98
182	CALLON Paul	YYZ	*	06 07 98
183	GREEN Gemma	YVR	*	06 07 98
184	MICHELETTI Maria Alex	YYZ	*	06 07 98
185	LOVE Joanna	YYZ	*	06 07 98
186	FERGUSON Michele	YYZ	*	06 07 98
187	VIDIC Karolina	YYZ	*	06 07 98
188	DUBOIS Linda	YUL	*	27 07 98
189	CHARBONNEAU Sebastien	YUL	*	27 07 98
190	DECARY Isabelle	YUL	*	27 07 98
191	BOULANGER Martin	YUL	*	27 07 98
192	MELANSON Steve	YUL	*	27 07 98
193	BIENCINTO Stephane	YUL	*	27 07 98
194	CHAMPAGNE Laurie	YUL	*	27 07 98
195	PRZYKORSKA Katarzyna	YYZ	*	17 08 98
196	ANDERSON Daphne Kim	YYZ	*	17 08 98
197	SOKOL Ainsor	YYZ	*	17 08 98
198	BARKER Shreen	YYZ	*	17 08 98
199	SIMON Snahan	YYZ	*	17 08 98
200	PAIMA Jina	YYZ	*	17 08 98
201	VILLAGRAN Maria	YYZ	*	17 08 98
202	MCMULTY Lucy	YYZ	*	17 08 98
203	TEIXEIRA Susan	YYZ	*	17 08 98
204	NOUAI Maryem	YUL	*	17 08 98
205	MENDOZA Zaira	YYZ	*	17 08 98
206	PALMER Michelle	YYZ	*	17 08 98
207	DASILVA Idanne	YYZ	*	17 08 98
208	EWEN Gavin	YVR	*	05 10 98
209	MALTAIS Michelle	YVR	*	05 10 98
210	PEDERSON Amy	YVR	*	05 10 98
211	COULOMBE Isabelle	YUL	*	05 10 98
212	ROBLETO Gustavo	YYZ	*	05 10 98
213	FERGUSON Cindy	YVR	*	05 10 98
214	MAIDOO Poojan	YVR	*	05 10 98
215	RODRIGUEZ Consuelo	YYZ	*	05 10 98
216	RESEK Ernie	YVR	*	14 11 98
217	BIGELOW Lori	YVR	*	14 11 98
218	TORRANCE Robert	YYZ	*	14 11 98
219	JOHAR Isvinder	YYZ	*	14 11 98
220	PAQUET Yvonne	YVR	*	14 11 98
221	HERR Michelle	YVR	*	14 11 98
222	TAYLOR Violet	YYZ	*	14 11 98
223	PAQUET Yves	YVR	*	14 11 98
224	HEW Cecile	YYZ	*	14 11 98
225	HERR Stacey	YVR	*	14 11 98
226	CAMARA George	YYZ	*	14 11 98
227	EDWARDS Jordan	YVR	*	14 11 98
228	TERNOWSKI Lisa	YVR	*	14 11 98
229	DIGIACOMO Salvatore	YYZ	*	14 11 98
230	ESTRADA Shriev	YYZ	*	14 11 98

231	EVAN Scott	YYZ	*	14 11 92
232	GAGNON Ène	YUL	*	14 11 92
233	PAIROCINO Ana	YYZ	*	14 11 92
234	LUNA Tim	YYZ	*	14 11 92
235	DOHERTY Linda	YUL	*	15 11 92
236	GEDDES Rhannon	YUL	*	15 11 92
237	HERFST Sanda	YUL	*	15 11 92
238	HERFST David	YUL	*	15 11 92
239	PILON Diane	YUL	*	22 11 92
240	OSTROWSKA Maria	YUL	*	22 11 92
241	ORAINVILLE Felix	YUL	*	22 11 92
242	LEBLANC Sebastien	YUL	*	22 11 92
243	MALO Pascale	YUL	*	22 11 92
244	LACOSTE Francois	YUL	*	22 11 92
245	DESCHÈNES Melaine	YUL	*	22 11 92
246	LENOIR Dominique	YUL	*	22 11 92
247	BOURENANE Sadia	YUL	*	22 11 92
248	BACHIR Samia	YUL	*	22 11 92
249	CARRIÈRE Eric	YVR	*	22 11 92
250	MCDUFF Elizabeth	YUL	*	22 11 92
251	DUSOME Corey	YVR	*	12 11 52
252	MAWHINNEY Andrew	YYZ	*	05 10 98
253	NICHAUD Desire	YYZ	*	05 10 98
254	KRATCHMER Ruby	YYZ	*	05 10 98
255	MCMILLAN Robin	YYZ	*	15 11 92
256	DEGUZMAN Eric	YYZ	*	15 11 92
257	NAVARRO Sandra	YYZ	*	15 11 92
258	SIATKÓWSKI Daniel	YYZ	*	22 05 92
259	DIONISIO Ru	YYZ	*	29 05 25
260	YORK Jan	YVR	*	16 11 92
261	MILLER Roseann	YVR	*	15 11 92
262	JIMINEZ-LOPEZ Marilyn	YWG	*	15 11 92
263	TURCHYN Connie	YWG	*	15 11 92
264	HARCUS Tracy	YWG	*	15 11 92
265	SESSAN Randah	YWG	*	15 11 92
266	SPENCE Cara	YYZ	*	15 11 92
267	TRENBLAY Jo-an	YUL	*	11 05 92
268	BÉRSTICH ERIN	YXE	*	01 02 99
269	ROCHELLE Andrea	YOR	*	01 08 99
270	MCDONALD Rosanna	YEG	*	01 11 99
271	MARQUARD Anne-Marie	YEG	*	01 12 99
272	WALTERS Barbara	YOR	*	01 02 00
273	LENZ Karen	YWG	*	01 02 00
274	OLSON Lindsay	YWG	*	01 02 00
275	SEIDLER Michele	YWG	*	01 02 00
276	MATHESON Andrea	YWG	*	01 02 00
277	SCHOFIELD Brenda	YWG	*	01 02 00
278	REBEC Lorale	YWG	*	01 02 00
279	LIMON Victor H	YWG	*	01 02 00
280	ANGELATOS Monica	YWG	*	01 02 00
281	CAZES Caroine	YUL	*	09 04 00
282	PILON Melissa	YUL	*	09 04 00
283	CHAMBERLAIN Nicole	YUL	*	09 04 00
284	DERRIER Marie	YUL	*	09 04 00
285	HOVINGTON Marcelle	YUL	*	09 04 00
286	LAVILLE Fabienne	YUL	*	09 04 00
287	DUFRESNE Normand	YUL	*	29 04 01
288	HAMEL Sylvain	YUL	*	29 04 01

289	CORMIER Meane	YU		0-14
290	TOUCHETTE France	YU		09-04-01
291	PITTON Johanne	YU		05-14-01
292	ARRONHOEAU Claude	YU		09-04-01
293	LAMPKIN C. no.	YU		09-14-01
294	LEFEBVRE Monique	YU		01-14-01
295	BENLAHJHAL Yacine	YU		09-04-01
296	GAUCHAS Christine	YU		09-04-01
297	COURTÉMANCHE Fabrice	YU		14-05-01
298	RANKIN Roddy	YU		14-05-01
299	BRESNAHAN Marlene	YU		14-05-01
300	MACKOVY Adria	YU		14-05-01
301	JANICH Ursula	YU		14-05-01
302	HERNANDEZ Veronica	YU		14-05-01
303	MARTENS Andrew	YU		14-05-01
304	HAMILTON Stacey	YU		14-05-01
305	PRICE Tia	YU		14-05-01
306	COSTA Debo	YU		14-05-01
307	BALHAM Maveera	YU		14-05-01
308	HARRISSON Adriana	YU		14-05-01
309	CANNATARO Jessica	YU		14-05-01
310	INCE Adele	YU		14-05-01
311	PILISI Silvia	YU		14-05-01
312	KOURVADAS Luca	YU		14-05-01
313	ADAMS Karer	YU		14-05-01
314	GRILLS TANIS	YU		01-09-00
315	SHYMKARUK Rein	YOR		12-12-99
316	ALEMANIA Cynthia	YOR		12-12-98
317	HOLLICKY Jacqui	YOR		01-03-70
318	CONSTANTINOFF Lynn	YRE		01-09-00
319	BISS Alicia	YRE		01-09-00
320	TRACHUK Susan	YRE		01-09-00
321	IBISTER Sarah	YRE		01-09-00
322	GUHLBAULT Michele	YRE		01-09-00
323	O'HANLEY Christine	YRE		01-09-00
324	SZYDLOWSKI Marek	YRE		01-09-00
325	HANOWSKI Leszno	YRE		01-09-00
326	Ah Andrea	YU		11-09-01
327	URBISCI Stephanie	YU		11-09-01
328	COOK Janice	YU		11-09-01
329	ADAMSON Linda	YU		11-09-01
330	KHAN Rubens	YU		11-09-01
331	PATTERSON Cindy	YU		11-09-01
332	MICINROY Shene	YU		11-09-01
333	STEWART Kristi	YU		11-09-01
334	NAZARETH Marc	YU		11-09-01
335	BUDWAY Neil	YU		11-09-01
336	SMITH Ronald	YU		11-09-01
337	BONDOLUX Chantia	YU		11-09-01
338	KRAULIS Jennifer	YU		11-09-01
339	DUNA Danna	YU		11-09-01
340	MAFRA Shaw	YU		11-09-01
341	ABARIENTOS Sheri	YU		11-09-01
342	FÉRLAND Amee	YU		11-09-01
343	HEATH Leanne	YU		11-09-01
344	WEDDY Monica	YU		11-09-01
345	TEIXEIRA Laura	YU		11-09-01
346	NICOLE Jean Philic	YU		11-09-01

347	ANTKOW Christina	YYZ		11 09 01
348	GREEN Robin	YVR		11 09 01
349	MAILANT Caroine	YYZ		11 09 01
350	TJENG Alice	YYZ		11 09 01
351	RUECKERT Michae	YYZ		11 09 01
352	MONGE Céline	YYZ		11 09 01
353	DORE Natasha	YXE		01 10 00
354	KATUSKI Nicholas	YXE		01 10 00
355	DAVIES Lennie	YQR		12 11 01
356	LÈRE Donato	YVR		12 11 01
357	CRUDEN Kurt	YWG		12 11 01
358	MEHLER Jennife	YVR		12 11 01
359	OLSON Jennife	YWG		12 11 01
360	SAWATZKY Krista	YQR		12 11 01
361	WOLFE Helene	YWG		12 11 01
362	DRYSDALE Shiraz	YQR		12 11 01
363	HEISLER Kait	YQR		12 11 01
364	RODRIGUES Marlene	YWG		12 11 01
365	WESTDAL Kim	YVR		12 11 01
366	SHEPPARD Jennifer	YQR		12 11 01
367	WILSON Dana	YEG		12 11 01
368	FIELD Tara	YQR		12 11 01
369	PEACOCK Heather	YVR		12 11 01
370	WARREN Shannon	YWG		12 11 01
371	FERNANDEZ Ingrid	YVR		12 11 01
372	SMITH Echeer	YVR		12 11 01
373	MICHEL Clie	YQR		12 11 01
374	WALLACE Gal	YQR		12 11 01
375	SHARMA Natalie	YWG		12 11 01
376	SVARC Deo	YVP		12 11 01
377	ZAVEDIUK Anissa	YEG		12 11 01
378	PENNYCOOK Cystia	YWG		12 11 01
379	OATWAY Janelle	YEG		12 11 01
380	LOEWEN Joyce	YWG		12 11 01
381	FARNEL Ter	YQR		12 11 01
382	JONES Evar	YQR		12 11 01
383	WALSH Joanne	YQR		12 11 01
384	FORBISTER Francis	YWG		12 11 01
385	SCHAWB Bern	YEG		12 11 01
386	BETTS Lap	YEG		12 11 01
387	GUAY Nathana	YUL		19 11 01
388	LÉDOUX Etienne	YUL		19 11 01
389	LÉVESQUE Stéphanie	YUL		19 11 01
390	BURDEN June	YUL		19 11 01
391	CAFANCE Chantale	YUL		19 11 01
392	THIBAUT Marlene	YUL		19 11 01
393	THIBAUT Marie	YUL		19 11 01
394	DESCLOUX Pascal	YUL		19 11 01
400	NORRIS Catherine	YUL		19 11 01
401	RYBICKI Cain	YUL		19 11 01
402	GAGNON France	YUL		19 11 01
403	DUBOIS Anne-Valerie	YUL		19 11 01
404	POISSANT June	YUL		19 11 01
405	BRADANT Veronique	YUL		19 11 01
406	DION SAVOIE Marie-Lou	YUL		19 11 01
407	BONNOT Chris	YUL		19 11 01
408	CHAREST Isabelle	YUL		19 11 01
409	DUCASSE June	YUL		19 11 01

410	VEILLEUX Catherine	YUL	*	19 11 0	
411	BENALI Sarah	YUL	*	19 11 0	
412	THEBERGE Maude	YUL	*	19 11 0	
413	ADOUÉ Valerie	YUL	*	19 11 0	
414	BRUZZESE Rocco	YUL	*	19 11 0	
415	GAUTHIER Lyne	YUL	*	19 11 0	
416	LUCACESCU Claude	YUL	*	19 11 0	
417	BELANGER Anne	YUL	*	19 11 0	
418	MODESTI Nathalie	YUL	*	19 11 0	
419	LAPRISE Catherine	YUL	*	19 11 0	
420	AMIRI Sama-Alyona	YUL	*	19 11 0	
421	LABELLE Nadia	YUL	*	19 11 0	
422	ABARIENTO Sylvia	YUL	*	19 11 0	
423	PORTA James	YYZ	*	19 11 0	
424	DICARDO Rita	YYZ	*	19 11 0	
425	HALL Clélie	YYZ	*	19 11 0	
426	WILSON Miranda	YYZ	*	19 11 0	
427	MILDRETH Kevin	YYZ	*	19 11 0	
428	SHERECK Dana	YYZ	*	19 11 0	
429	VANGULICK Nicole	YYZ	*	19 11 0	
430	CRUZ Maria	YYZ	*	19 11 0	
431	CANNING Amanda	YYZ	*	19 11 0	
432	SANTOS Adrienne	YYZ	*	19 11 0	
433	PRINCE Amanda	YYZ	*	19 11 0	
434	PANAGOPOULOS Elys	YYZ	*	19 11 0	
435	MORTIMER Martin	YYZ	*	19 11 0	
436	FARBER Noa	YYZ	*	19 11 0	
437	JAMES Sarah	YYZ	*	19 11 0	
438	LARABIE Heidi	YYZ	*	19 11 0	
439	WILSON Tara	YYZ	*	19 11 0	
440	MEDLEY Jacqui	YYZ	*	19 11 0	
441	EL BAKRI Amar	YYZ	*	19 11 0	
442	AUBIN Louise	YYZ	*	19 11 0	

**\*\*Temporary/Seasonal Cabin Attendants - Fictitious starting date needs to be calculated. - 1 month seniority for each month worked. In such cases where they have already achieved permanent status, same as above is added to date of permanency to achieve fictitious starting date.**

**\*\*\*IFD & GIFD's - All IFD & GIFD's on the Master Seniority List will return to their original seniority place in their graduating class according to their class mark.**

**IFD Seniority List - GIFD's(42) will continue to hold the same seniority place as they do now. This will be followed by remaining IFD's by date of hire.**

**APPENDIX "D"**  
**CABIN ATTENDANT ASSESSMENT FORM**

FLIGHT ASSESSMENT  
CABIN PERSONNEL

NAME \_\_\_\_\_ FLIGHT II \_\_\_\_\_ DATE \_\_\_\_\_  
 ROUTING # P A XPOSITION \_\_\_\_\_  
 BASE \_\_\_\_\_ ASSESSED BY \_\_\_\_\_

1) EXCEEDS EXPECTATIONS 2) MEETS COMPANY STANDARDS 3) NEEDS IMPROVEMENT N/A-NON APPLICABLE

SAFETY	1	2	3	COMMENTS
ACTUALITY				
BRIEFING/PARTICIPATION				
BOARDING PROCEDURE				
SAFETY PROCEDURES (PUB-FLIGHT)				
SAFETY PROCEDURES (INFLIGHT)				
SAFETY PROCEDURES (POST FLIGHT)				
REQUIRED DOCUMENTS				
SERVICE	1	2	3	COMMENTS
BOARDING				
INFLIGHT SERVICE PROCEDURES				
GALLEY OPERATION				
CABIN MONITORING				
GENERAL				
INTER-PERSONAL SKILLS				
UNIFORM REGULATIONS				
P.A. ANNOUNCEMENTS				
CO-OPERATION/TEAMWORK				
CREW COMMUNICATION				

CABIN PERSONNEL'S COMMENTS

ASSESSOR'S RECOMMENDATIONS


YOUR SIGNATURE ON THIS DOCUMENT IS AN ACKNOWLEDGEMENT THAT YOU HAVE SEEN THIS DOCUMENT AND RECEIVED A COPY, NOT A VALIDATION OF ITS CONTENTS. ASSESSMENT NOT VALID UNLESS SIGNED BY BOTH PARTIES.

APPENDIX "E"  
PRO RATION TABLES

<u>Days Available</u>	<u>Min Block Guarantee</u>	<u>Block Limitation</u>	<u>GDO's</u>
	4.0	10.0	0
	5.4	10.0	1
3	8.1	10.0	1
	10.8	14.0	2
	13.5	17.0	2
	16.2	21.0	2
	18.9	24.0	3
	21.6	28.0	3
	24.3	32.0	3
10	27.0	35.0	4
11	29.7	39.0	4
12	32.4	42.0	4
	35.1	46.0	5
14	37.5	50.0	5
15	40.5	53.0	6
16	43.2	57.0	6
17	45.9	60.0	7
18	48.6	64.0	7
19	51.3	68.0	7
20	54.0	71.0	8
21	56.7	75.0	8
22	59.4	78.0	8
23	62.1	82.0	9
24	64.8	86.0	9
25	67.5	89.0	9
26	70.2	93.0	10
27	72.9	96.0	10
28	75.0	100.0	10



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14. The Company agrees to flight release the CUPE Bargaining Committee until March 1, 2001 in order to ratify the Collective Agreement and in order to provide question and answer communication to facilitate training and implementation of the Collective Agreement. The Company shall assume the cost of such flight releases.
15. The Company agrees to provide positive space passes on Royal Airlines for the members of the CUPE Bargaining Committee and the CUPE National Representative for the ratification meetings.
16. The Company also agrees to provide positive space tickets on WestJet in order to travel from YVR-YEG-YVR for up to 3 members of the CUPE Bargaining Committee, 1 positive space ticket on Canada 3000 from YVR -- YYZ and YWG-YQR-YVR on WestJet for 1 member and YWG-YQR on WestJet and YQR -YYZ on Air Canada for 1 member of the Committee.
17. Prior to printing the agreement all errors or omissions shall be corrected by mutual agreement between the parties.

FOR THE COMPANY

*Elaine Motes*  
*Mandy Cullen*  
*J. Small*

FOR THE UNION

*Robert Taylor*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

Dated *January 12, 2001*

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