

COLLECTIVE AGREEMENT

BETWEEN

JAZZ AIR LIMITED
PARTNERSHIP



AND

CANADA COUNCIL OF
TEAMSTERS



January 01, 2002 – May 31, 2005
(extended by agreement to June 30, 2009)

12721(04)

NOTE

The original contract language as negotiated and ratified by the Union in 2001 appears in this document in normal type.

Changes to this agreement as negotiated and ratified as a result of the Companies' Creditors ~~Ar~~angement Act (CCA) process in 2003 appear in this document by way of graying out language that is no longer applicable and, or by adding new language which is shown in bold. Such changes appear immediately under the affected article.

The language as originally negotiated and in normal type is in force and governs except to the extent that it may have been amended by the CCA process.

Table of Contents

Article Number	Page Name	Number
1	Preamble	7
2	Union Recognition and Protection	7
3	Management Rights	10
4	Rates of Pay	10
4.01	- Information for the Union	10
4.02	- Wages	11
4.03	- Premiums	12
4.04	- Minimum Monthly Guarantee	12
4.05	- Rates of Pay - General	13
4.06	- Training Advance	14
5	Scheduling Rules, Credits and Hours of Service	14
5.01	- Duty Periods	14
5.02	- Rest Periods	17
5.03	- Credits - General	18
5.04	- Credits - "rip Periods	18
5.05	- Credits - Deadheading/ Ferry Flights	19
5.06	- Credits - Training	20
5.07	- Credits - Vacation	20
5.08	- Credits - Sick Leave	20
5.09	- Credits - Paid Leave/Jury Duty	21
5.10	- Credits - Union Flight Release	22
5.11	- Credits - Held out of Service	22
5.12	- Credits - Overtime	22
5.13	- Natural Block Growth	23
5.14	- Work Day Off (WDO)	24
5.15	- Overtime Bank	24
5.16	- Scheduling Rules - General	25
5.17	- Scheduling Rules - Pairing Construction	27
5.18	- Scheduling Rules - Block Construction	27
5.19	- Days Off	29
5.20	- Reassignment	30
5.21	- Delayed Operation	34
5.22	- Duty into a Day Off	34
5.23	- Reserve	35
5.24	- Over projections	38
5.25	- Scheduling Rules - Sick Leave Book-On	39
5.26	- Bidding Procedures	40
5.27	- Alternate Trip Coverage	43

5.28	- Reduced Blocks in Lieu of Lay-off . . .	45
5.29	- In-charge Designation	46
6	- Transportation and Expenses	46
6.01	- Base Transfer Travel	46
6.02	- Relocation Cost Reimbursement	46
6.03	- Meal Allowance	48
6.04	- Layover Expenses	48
6.05	- Accommodations at Layover Stations	50
6.06	- Airport Parking	50
6.07	- Co-Terminal Operations	50
6.08	- Training Allowances and Expenses . .	51
6.09	- Special Transportation Rights	51
6.10	- Base Closure	52
6.11	- Hotel Credit	52
6.12	- Mileage	52
7	Probation	53
8	Seniority - General	53
9	System Seniority List	54
10	Transfer to Positions Inside/ Outside the Scope of the Agreement . . .	55
10.01	- Transfer to Supervisory Positions . . .	55
10.02	- Transfer to Special Assignment Positions	56
10.03	- Transfer to Training Positions	56
11	Reduction in Force	58
12	Recall	61
13	Filling of Base Vacancies	62
14	Vacations	67
14.04	General Holidays	68
14.07	- Bid and Award Procedures	71
14.08	- Credits	73
14.09	- General Holidays	73
15	- Leaves of Absence	74
15.01	- Discretionary Leaves of Absence	74
15.04	- INTENTIONALLY LEFT BLANK	
15.10	- Leave for Employees/Child Care	76
15.11	- Paternity Leave	81
15.12	- Compassionate and Bereavement Leave	81
15.13	- Marriage Leave	83
15.14	- Jury Duty - Witness Duty	83
15.15	- Committee Leave	84
15.16	- Union Leave	85
15.17	- Benefit While on Leave	85
16	Sick Leave	85
16.07	- Away from Home Base	86

16.09	- Medical Examinations	87
17	Technological Change	88
18	Uniforms	90
18.03	- Uniform Allowance	90
18.08	- Uniform Cleaning Allowance	93
18.09	- Footwear Allowance	93
18.12	- Lost Luggage	93
19	Other Union Controversy	94
20	Grievance Procedure	94
21	Occupational Health and Safety	96
22	Human Rights	97
23	Missing and Internment	98
24	Orders in Writing	100
25	Savings Clause	100
26	General	101
26.01	- Accommodation and Transportation ..	101
26.02	- Company Searches	103
26.03	- Change in Ownership/Merger	103
26.04	- Crew Rooms/Mail Boxes	103
26.05	- Employee Files	104
26.06	- Loss of Company Property	105
26.07	- New Bases	105
26.08	- New Equipment	105
26.09	- New Services	105
26.10	- New Classifications	105
26.11	- Travel Documents	106
26.12	- Employee I.D. Cards	106
26.13	- Grooming	106
26.14	- Company Bulletins	106
26.15	- Labour/Management Meetings	106
26.16	- Qualifications	107
27	Survivor Benefits	107
28	Passes	107
29	Legal Counsel	108
30	Operational Disruptions	108
30.01	- Preamble	108
30.02	- Operational Disruption Definition ..	108
30.04	- Off-Duty Status	109
30.05	- Resumption of Operations	110
30.06	- Long Term Disruptions	111
31	Definitions	111
31.01	- According to Seniority	111
31.02	- Agreement	111
31.03	- Base	111
31.04	- Bid Period	111
31.05	- Block	112
31.06	- Calendar Day	112

31.07	- Company	112
31.08	- Company Station	112
31.09	- Credits	112
31.10	- Daily Standard Credit	112
31.11	- Day Off	112
31.12	- Deadhead	112
31.13	- Duty Cycle	112
31.14	- Duty Period	112
31.15	- Employee	112
31.16	- Flight Attendant	112
31.17	- Flight Time	112
31.18	- In-Charge	113
31.19	- Over projection	113
31.20	- Partial Blocks	113
31.21	- Regular Block	113
31.22	- Reserve Day	113
31.23	- Reserve Duty Period	113
31.24	- Rest Period	113
31.25	- Scheduled Block Credits	113
31.26	- Sector	114
31.27	- Standard Month	114
31.28	- Trip Period	114
31.29	- Week	114
31.30	- Year	114
32	Employee Benefits	114
32.01	- Health and Welfare Plan	114
32.02	- Pension Plan	114
33	Term/Distribution and Printing of Agreement	115
34	Teamsters Union/Industry Advancement Fund	116
LETTERS OF UNDERSTANDING		
	Reduced Blocks	117
	CCAA Restructuring	118
	Crew Rest Seats	119
	Use of Discipline Record	120
	Recall Rights	121
	Flight Attendant Access to Cabin Jump Seat	122
	Weekly Indemnity Claims	123
	Changes to CA (CCAA)	124
	Procedures for Filling Vacancies/Recall	127
	Pension Plan	130
	Reserve Holders	131
	Base Commuting Policy	133
	Deadhead Travel Policy	135

**Air Canada Jazz Inc.
Flight Attendants
Collective Agreement No.1**

**ARTICLE 1
PREAMBLE**

1.01 This Agreement is made and entered into by and between Air Canada Jazz Inc., hereinafter referred to as "The Company" and the Canada Council of Teamsters hereinafter referred to as "The Union".

1.02 The purpose of the Agreement is to promote the mutual interests of the Company and the Flight Attendants by providing services which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of the operation, the maintenance of a high degree of quality of cabin services, the continuation of employment, and to establish between the Company and the Union orderly collective bargaining for conditions of reasonable hours, compensation and working conditions. It is recognized, by this Agreement, that it is the duty of the Company and of the Flight Attendants to co-operate fully, both individually and collectively in all ways stated for the purpose of mutual benefit.

**ARTICLE 2
UNION RECOGNITION AND PROTECTION**

2.01 The Company recognizes the Union as the sole collective bargaining agent for Flight Attendants covered by this Agreement in accordance with the jurisdiction of the Canada Industrial Relations Board certification. Properly accredited officers of the Union shall be recognized by the Company.

2.02 There shall be no discrimination against any Flight Attendant because of that Flight Attendant's membership in the Union.

2.03 Each new Flight Attendant when hired will be informed by the Company that they are to sign an Authorization Card permitting the Company to deduct from their earnings Union initiation fees, Union dues and other statutory deductions as indicated on the monthly check-off list as provided by

the Local Union to the Company. The Company shall remit all such deductions to the Local Union prior to the 15th day of each month following the month in which the deductions were made.

.01 Authorization cards shall be furnished by each Local Union and shall be in accordance with and as prescribed by the applicable labour relations act.

2.04 Flight Attendants shall become and remain members of the Local Union within fourteen (14) days of date of hire. Any Flight Attendant failing to do so will be released from service.

2.05 The Company will provide "a Flight Attendant" bulletin board at each crew base on which to post changes in Company rules and regulations and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union.

2.06 An officer of the Union shall be given up to three (3) hours to address new Flight Attendants during the last week of training for the purpose of acquainting the new Flight Attendants with the benefits and duties of Union membership. The Union further agrees to acquaint new Flight Attendants with the fact there is a Union agreement in effect, and with the conditions of employment as specified in Article 2. The Local Union will also have the right to sign up new members at this meeting.

2.07 The Company hereby expressly agrees that it shall not contract out any bargaining unit work covered by this Agreement. In the application of this clause it will not apply in the event of:

- .01** an act of God, a National War Emergency, the grounding of any **or** all of the Company's aircraft for reasons beyond the Company's control, a revocation of the Company's operating certificate, which has a substantial impact upon the employment requirements of the Company, or a total cessation of the company's flying operation for any reason; **or**
- .02** chartering of aircraft to perform flights on an ad hoc basis due to temporary unavailability of company aircraft however, the Union requires notice of all such ad hoc chartering of aircraft.

2.08 The Company will not permit any person not covered by this Agreement to perform any tasks or duties which belong to the bargaining unit as provided by this Agreement unless specifically provided herein.

2.09 It is agreed that management personnel shall be permitted to perform bargaining **work** only as provided below:

- .01 under emergency conditions, to ensure that a flight can operate in accordance with federal regulations,
- .02 to assist in miscellaneous cabin duties at the request of an operating Flight Attendant,
- .03 if in the course of providing in-flight instruction to Flight Attendants being upgraded or qualified, a supervisor should demonstrate a proper technique, it will not be considered as a violation of this Collective Agreement,
- .04 for the purpose of maintaining proficiency levels and/or qualifying a manager/supervisor on any aircraft type, and service testing and quality control of in-flight services.
- .05
 - .01 Flight Attendant duties may be performed only one (1) pairing per month.
 - .02 The Flight Attendant being displaced will receive twenty-four (24) hours notice of such displacement.
 - .03 Displacement will be offered in order of seniority and may be refused at the Flight Attendant's option.
 - .04 A displaced Flight Attendant shall be credited with all scheduled block hours and shall not suffer any monetary loss including all allowances, excluding per diems.
 - .05 No report shall be filed and no disciplinary action taken by the non-bargaining unit employee as a result of and while performing bargaining unit work.
 - .06 All flight time hours shall be documented and made available to the Chairperson of the Union's Scheduling Committee at the Union's request.

2.10 The Company shall not be permitted to make a written or verbal agreement with any Flight Attendant which conflicts with the terms of this Agreement without the written agreement of the Union.

**ARTICLE 3
MANAGEMENT RIGHTS**

3.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments and to alter from time to time rules and regulations to be observed by Flight Attendants which rules and regulations shall not be inconsistent with this Agreement.

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

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

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

**ARTICLE 4
RATES OF PAY**

- 4.01 .01** Information for the Union
The Company shall provide each Local Union with the following information within thirty (30) days of the previous month unless instructed otherwise by any Local Union:
- (a) Names of all dues-paying Flight Attendants,
 - (b) Scheduled duty on bid award,
 - (c) Current seniority numbers and

- flight time for all supervisory and management personnel,
 - (d) Changes in list of Statements of Preference,
 - (e) Bid awards,
 - (f) Vacation awards in bid award,
 - (g) Flight Attendant over projections,
 - (h) Monthly report of Flight Attendant status re: Leave of Absence and **Sick Leave** (Short and Long Term Disability) included with the bid package,
 - (i) Overtime,
 - (j) Base vacancies when available,
 - (k) Special assignment awards when assigned,
 - (l) In-flight job postings, and
 - (m) Minutes of joint Company/Union meetings that are the responsibility of the Company to produce.
- .02 Ail orders to a Flight Attendant involving a change in location or assignment, promotion, or leave of absence shall be made in writing and copied to the Local Union.

4.02 Wages

.01 Flight Attendant/Reserve (Unassigned)

	June 1/01	June 1/02	June 1/03	June 1/04
0 - 12 months	\$26.05	\$26.44	\$26.84	\$27.51
13 - 24 months	\$26.90	\$27.30	\$27.71	\$28.40
25 - 36 months	\$30.44	\$30.90	\$31.36	\$32.14
37 - 48 months	\$35.54	\$36.07	\$36.61	\$37.53
49 - 60 months	\$36.93	\$37.48	\$38.05	\$39.00
Over 61 months	\$38.04	\$38.61	\$39.19	\$40.17

.02 In charge/Training/Vacation/Committee(s)/Stat Bank/Time Bank/Return to Work Accommodation due to Illness/Injury

	June 1/01	June 1/02	June 1/03	June 1/04
0 - 12 months	\$29.26	\$29.70	\$30.14	\$30.90
13 - 24 months	\$31.81	\$32.29	\$32.77	\$33.59
25 - 36 months	\$35.35	\$35.88	\$36.42	\$37.33
37 - 48 months	\$40.45	\$41.06	\$41.67	\$42.72
49 - 60 months	\$41.84	\$42.47	\$43.11	\$44.18
Over 61 months	\$42.95	\$43.59	\$44.25	\$45.35

The wage scale listed below is effective August

01, 2003, and shall remain in force for a period of three (3) years.

.01 Flight Attendant/Reserve (Unassigned)

0 - 12 months	\$24.46
13 - 24 months	\$25.25
25 - 36 months	\$28.58
37 - 48 months	\$33.36
49 - 60 months	\$34.67
Over 61 months	\$35.71

.02 In charge/Training/Vacation/Committee(s)/ Stat Bank/Time Bank/Return to Work Accommodation due to Illness/Injury

0 - 12 months	\$27.47
13 - 24 months	\$29.87
25 - 36 months	\$33.19
37 - 48 months	\$37.98
49 - 60 months	\$39.28
Over 61 months	\$40.32

4.03 Premiums

Trainees will be assigned to fly with Flight Attendants who volunteered for and have a minimum of one (1) year seniority for the purpose of conducting onboard training.

A newly hired Flight Attendant shall be assigned as an additional crewmember for the first twenty-five (25) credited hours after completion of ground training.

The Flight Attendant trainee will be paid regular expenses and the minimum monthly guarantee for these training flights.

The Flight Attendant accepting an onboard training position shall be paid their regular rate of pay plus twenty dollars (\$20.00) per duty day for each duty day during which they perform onboard training. It is understood that no more than one (1) onboard trainer will be assigned to one (1) Flight Attendant trainee per flight. Onboard training may include the line indoctrination and familiarization flights.

4.04 Minimum Monthly Guarantee

.01 Flight Attendants who serve a full month will be guaranteed a minimum of seventy-five (75) times the applicable hourly rate of pay for their classification.

.02 The above minimum Monthly Guarantees will be pro-rated at two (2) hours and fifty (50) minutes for each day of service in a part month.

4.05 Rates of Pay – General

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

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

.02 Flight Attendants shall be provided with an itemized monthly statement of their pay and deductions. The Company agrees to meet with the Union to review Cyborg pay system capabilities with an intent to provide flight time, overtime, credits and debits, including a breakdown of surcharges for passes, the current balance of all banks (i.e. time bank/overtime bank/sick leave bank) and other miscellaneous payroll information mutually agreed upon by the Company and the Union.

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

Upon verification where the Company is recovering any overpayment (i.e. wages, benefits, sick leave, or vacation entitlement), a schedule of repayment by payroll deduction shall be arranged by mutual agreement between the Flight Attendant and the Company which shall be a minimum deduction of twenty-five dollars (\$25.00) and a maximum deduction of seventy-five dollars (\$75.00) per month. If a Flight Attendant is terminated, the entire overpayment will be deducted from the final paycheck.

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

.05 Flight Attendants will be paid as follows:

- (a) On the twenty-fifth (25th) of the month, fifty percent (50%) of the In-charge minimum guarantee and
- (b) On the tenth (10th) of the month, the total balance, including meal allowance and

other expenses, owing from the previous month.

If the dates above fall on a holiday or a day when the banks are closed, the Flight Attendants shall be paid one full banking day preceding the regular payday.

- .06 Any pay discrepancies under fifty dollars (\$50.00) gross pay will be paid on the next regular pay. Any discrepancies over fifty dollars (\$50.00) gross pay will have a separate cheque issued within three (3) business days.

4.06 Each Flight Attendant trainee shall receive, after successful line indoctrination, a one-time advance of two hundred and fifty dollars (\$250.00) to cover the period of time between incurring and being reimbursed for eligible expenses. Such advance shall be placed in the Flight Attendant's mailbox on the first business day following the Flight Attendant becoming qualified. Such advances shall be deducted from the Flight Attendant's final pay upon termination or layoff.

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

Preamble

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

5.01 Duty periods

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

	Check In	Check Out
At Company station not requiring Custom Clearancere-clearance	60 min	15 min

At Company station requiring Custom Clearance/Pre-clearance	65 min	30 min
Charter flight originating from other than a Company station	75 min	15 min
Deadheading not requiring Custom Clearance/Pre-clearance	45 min	15 min
Deadheading requiring Custom Clearance/Pre-clearance	60 min	30 min

5.01 Duty Periods

.01 The duty period will commence prior to the scheduled departure time in accordance with the following, or earlier if required by the Company:

Commence

1. Operating: 45 mins

2. Deadhead 30 mins

3. Trans-border: 60 mins

(A) In the application of (2) above, the duty period shall commence thirty (30) minutes prior to the deadhead departure if a break of forty-five (45) minutes exists from the arrival of the deadhead sector to the departure of the operating sector.

(B) In the application of (1) above, the duty shall commence at the designated check-in location, forty-five (45) minutes prior to the departure time of the first flight. If transportation is required for the crew to get to the aircraft from the point of check-in the Company shall be responsible to ensure such transportation is available.

.02 The duty period will end a minimum of fifteen (15) minutes, (thirty (30) minutes if customs clearance is required) after the termination of the flight, or when released from all duty, whichever is later.

Note: Check-In times and check-out times may be increased due to operational necessity at Company discretion.

- .02 For pairing building purposes, a duty period shall not be scheduled in excess of thirteen (13) hours and thirty (30) minutes of duty, for regular block holders only, with an exception to continuous duties which shall not be scheduled in excess of thirteen (13) hours and forty-five (45) minutes of duty.
- .02 For pairing building purposes, a duty period shall not be scheduled in excess of fourteen (14) hours of duty, for regular block holders only, with an exception to continuous duties which shall not be scheduled in excess of fourteen (14) hours.
 - .01 The maximum scheduled duty period will be thirteen (13) hours and thirty (30) minutes, but may be extended by one (1) hour to fourteen (14) hours and thirty (30) minutes for reasons of operational necessity and with the mutual agreement of the Flight Attendants affected.
 - .01 The maximum scheduled duty period will be fourteen (14) hours, but may be extended by thirty (30) minutes for reasons of operational necessity and with the mutual agreement of the Flight Attendants affected.
 - .02 For duty periods commencing between 2300 and 0500 hours local time or when one-third (1/3) of the duty period falls between the hours of 2300 to 0500 local time, the maximum duty periods shall be twelve (12) hours.
 - .03 Notwithstanding .01 and .02 above, all duty periods affected by the silent hour provisions will be a maximum of thirteen (13) hours and forty-five (45) minutes, provided that a break in the duty period exists of five (5) hours from scheduled arrival to scheduled departure and sleeping accommodation is provided.

.03 Notwithstanding .01 and .02 above, all duty periods affected by the silent hour provisions will be a maximum of fourteen (14) hours, provided that a break in the duty period exists of five (5) hours from scheduled arrival to scheduled departure and sleeping accommodation is provided.

Note: The silent hours are defined as the hours between 2300 and 0500 local.

- .03 For scheduled breaks exceeding five (5) hours from ramp arrival to scheduled departure that occur in the same duty period, individual day rooms within reasonable proximity to the airport will be provided.
- .04 **The maximum number of scheduled landings in any duty period will be seven (7). An eighth (8th) leg may be scheduled only if it is a dead-head or return to home base.**
- .04 The maximum number of scheduled landings in any duty period will be eight (8).**
- .05 For the purposes of this section all ferry flights, deadheading and ground positioning will be considered operational.
- .06 For blocking purposes where there are two (2) or more classes of service on the BAe 146, a minimum of three (3) Flight Attendants will be scheduled and carried. In the event a Flight Attendant is unavailable the Company shall replace the Flight Attendant. Until the Flight Attendant is replaced the flights shall continue as scheduled with possible reduced service in accordance with Company policy.

5.02 Rest Periods

- .01 The rest periods are:
 - (a) Home base, twelve (12) hours,
 - (b) Home base between continuous duties, ten (10) hours, and
 - (c) Away from home base, ten (10) hours.
- (d) Crew scheduling shall not interrupt a Flight Attendant's contractual rest period in order to assign his/her duty. In the event contractual crew rest time is interrupted, it shall commence again. However, Crew Scheduling may

contact a Flight Attendant up to one (1) hour prior to check-in to advise him/her of a delayed or cancelled departure.

- (e) If, due to operational delays, an affected Flight Attendant's scheduled rest period is compromised, the rest period away from home base may be reduced to no less than nine (9) hours at the sole discretion of the affected Flight Attendant and where the rest accommodations are located within fifteen (15) minutes of the airport.

5.03 Credits – General

- .01 Unless otherwise noted flight credits shall be referred to as “hours of credit” and shall apply for flight time and duty time limitation purposes.
- .02 The daily standard hours of credit are two (2) hours and fifty (50) minutes per calendar day.
- .03 When a change in calendar date occurs during a duty period, the date on which the duty period originates shall be considered the date to which all credits for the duty period apply. In the event of advanced or delayed operations at the end of the month, the scheduled originating date of the duty period shall be considered the date on which the duty period originates and to which date all credits for the duty period shall apply. For the purpose of multi-day pairings that carry over the end of a month, credits for each duty period will apply to each day.

5.04 Credits – Trip Periods

- .01 In order to provide a balance between duty hours, flight hours, and total trip hours, the credits below shall apply to all trip periods.
- .02 For each trip period, or any other duty, the credits earned shall be the greater of (a) through (d) below:

- (a) A minimum of four (4) credits for each duty period for a block holder, four (4) hours and twenty (20) minutes for a reserve block holder for each duty period,

A minimum of four (4) credits for each duty period for a block holder,

(b) The accumulated flight time for the duty period, scheduled or actual, whichever is the greater on a sector-by-sector basis,

The accumulated flight time for the duty period, scheduled or actual, whichever is the greater on a per duty period basis,

(c) One (1) credit hour for each two (2) hours of the duty period, scheduled or actual whichever is greater, or

(d) One (1) credit hour for each four (4) hours in a trip period, scheduled or actual whichever is greater.

.03 Natural block growth (NBG) is the amount of time that a Flight Attendant's actual credit hours may exceed the scheduled credit hours in .02 (b), (c), or (d) above, during the course of flying an awarded block.

5.05 Credits – Deadheading/Ferry Flights

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

- (a) Four (4) hours credit;
- (b) One (1) credit hour for each two (2) hours on duty; **or**
- (c) One half ($\frac{1}{2}$) credit hour for each hour of deadhead added to any other flight time for that duty period.

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

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

.04 All deadheading on flights shall be positive space. Any upgrades to business class shall be subject to Company policies, availability and seniority. Priority seating shall not be less than that provided to the pilots.

.05 The Company will provide to Flight Attendants when deadheading the most direct or nonstop routing provided on flights operated by the Company.

.06 When a Flight Attendant is required by the Company to provide meal, bar or beverage service, or is required to remain on board with the passengers on the ground subsequent to the scheduled departure of a flight, or is required to remain on board with the passengers after the scheduled completion of his/her duty day, he/she shall be credited with one-half (½) hour flight time for each hour so worked provided Daily Crew Scheduling is informed. No claim shall be made for work done during a period of less than thirty (30) minutes.

5.06 Credits – Training

.01 For each training day the credits earned shall be the greater of (a) or (b) below:

- (a) A minimum of four (4) hours for each training day, or
- (b) One (1) hour credit for each two (2) hours of the training day inclusive of deadheading.

.02 Classroom training shall not be scheduled for more than nine and one-half (9½) hours in any calendar day.

.03 The total duty period of a training day shall not exceed thirteen (13) hours subject to Article 5.21.01.

.04 The training day may be extended by thirty (30) minutes for re-writing examinations and/or drills. Where Flight Attendants fail their Annual training they must re-qualify within seventy-two (72) hours. If the Company is unavailable for re-writing examinations and/or drills on Saturdays, Sundays and General Holidays, these days will not be considered part of the seventy-two (72) hours.

5.07 Credits – Vacation

For each day of vacation, a Flight Attendant shall earn the daily standard credit (2:50/day) for flight credit limitation purposes.

5.08 Credits – Sick Leave

.01 When a Flight Attendant becomes ill he/she will, providing he/she has sufficient accumulated sick leave credits, be credited as follows:

- (a) Blockholder: the normal flight credits for the pairings that are missed as if flown according to schedule.
- (b) Reserve block holders: the minimum daily credit for each reserve duty period missed while sick.

Reserve block holders:

- (i) **Prior to being assigned duty, four (4) credits for each duty period missed,**
 - (ii) **After being assigned a single day pairing, the credit level remaining of the assigned pairing, or**
 - (iii) **After being assigned a multi-day pairing, the credit level remaining of the assigned pairing or portion thereof if the reserve flight attendant books back on during the pairing.**
- (c) Partial block holder: the flight credits for the pairings that are missed or the minimum daily credit for each reserve duty period missed while sick.
 - (d) Bid period overlap: A Flight Attendant whose illness extends into the next bid period and who is not awarded a block shall receive the daily standard credit until the date of return to duty or until he/she qualifies for long term sick leave, whichever is sooner.

5.09 Credits – Paid Leave/Jury Duty

.01 When a Flight Attendant is granted a paid leave of absence in accordance with Article 15.14 (Jury Duty - Witness Duty), the Flight Attendant shall be credited as follows:

- (a) Block holder: the normal flight credits for the pairings that are missed as planned according to schedule.
- (b) Reserve block holder: the minimum daily credit for each reserve duty period missed while on paid leave/jury duty.
- (c) Partial block holder: the flight credits for the pairings that are missed or the minimum daily credit for each reserve duty

period missed while on paid leave/jury duty.

- (d) Bid period overlap: a Flight Attendant whose paid leave of absence extends into the next bid period and who is not awarded a block shall receive daily standard credit until his/her date of return to duty.

5.10 Credits – Union Flight Release

- .01** A total of two-hundred (200) credit hours per month to allow the Union sufficient paid time to conduct business.
- .02** Unused hours will be cumulative and banked to a maximum of one thousand (1,000) credit hours for future bidding purposes. It is understood that any banked credit hours may only be utilized with the mutual agreement of the parties.
- .03** A standard day in accordance with this Article shall be five (5) credits.

5.11 Credits – Held Out of Service

- .01** When a Flight Attendant is held out of service it shall be with pay and he/she shall be credited as follows:
 - (a) Block holder: the normal flight credits for the pairings that are missed as planned according to schedule.
 - (b) Reserve block holder: the minimum daily credit for each reserve duty period that he/she is held out of service.
 - (c) Partial block holder: the flight credits for the pairings that are missed or the minimum daily credit for each reserve duty period missed while held out of service.
 - (d) Bid period overlap: a Flight Attendant who is held out of service into the next bid period and who is not awarded a block shall receive daily standard credit until her date of return to duty.

5.12 Credits – Overtime

- .01** Credits earned in excess of **eighty-five (85)** are overtime credits.
- .01** Credits earned in excess of **ninety (90)** are overtime credits.

- .02 All overtime credits accumulated in accordance with this section will be accredited at a rate of one point five (1.5) hours of credit for each overtime credit earned.
- .03 Overtime credits shall not be applied to result in an over-projection.

5.13 Natural Block Growth

.01 Natural Block Growth (NBG) is the amount of time a Flight Attendant's actual credit hours may exceed the scheduled credit hours during the course of flying an awarded block. Natural Block Growth shall include:

- (a) Flight time credits accrued above schedule.
- (b) Credits accrued proceeding to and from additional landing(s) beyond those, which the Flight Attendant was scheduled to fly.
- (c) Duty time or trip hour guarantees that are accrued on the flight designated by the original flight number even if delayed.

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

.02 When during the course of flying a scheduled block, a Flight Attendant's actual credit hours exceed the scheduled credit hours by more than five (5) credits, the affected Flight Attendant may be released from all further duty. At the Flight Attendant's option, he/she may continue to fly his/her scheduled pairings. Any NBG accrued that exceeds eighty-five (85) hours will be paid at overtime rates as per Article 5.12 – Overtime.

.02 When during the course of flying a scheduled block, a Flight Attendant's actual credit hours exceed ninety (90) credits the affected Flight Attendant may be released from all further duty. At the Flight Attendant's option, he/she may continue to fly his/her scheduled pairings. Any NBG ac-

rued that exceeds ninety (90) hours will be paid at overtime rates as per Article 5.12 - Overtime.

5.14 Work Day Off (WDO)

- .01 A WDO is the assignment of a Flight Attendant to any duty other than on his/her awarded block, except as provided for in "Reassignment."
- .02 Credits earned working a WDO are overtime credits (minimum 4 hours x two (2) times (x) the hourly = eight (8) hours).
- .02 Credits earned working a WDO are overtime credits (minimum 4 hours x one and one half (1.5) times (x) the hourly = six (6) hours).**
- .03 WDO's shall be offered to eligible Flight Attendants in order of seniority at the base where the overtime is available, however, if no eligible Flight Attendant accepts the available work the junior contacted Flight Attendant will be directed to perform such duty

Note: WDO credits earned on Christmas Day and New Year's Day will be accredited at a rate of two point five (2.5) credits for each credit earned.

5.15 Overtime Bank

- .01 Credit values established as overtime credits shall be paid out entirely at the applicable hourly rate or at the Flight Attendant's option placed in the Flight Attendant's time bank.
- .02 A Flight Attendant's time bank shall be limited to twenty (20) credit hours. Time bank will be held as a cash value of the credits earned at the earned rate.
- .03 A Flight Attendant may reduce or eliminate his/her bank by withdrawing credits calculated on the Flight Attendant's current hourly credit rate at the time of withdrawal, in accordance with the following:
- .04 When the Flight Attendant's bank exceeds twenty (20) hours he/she will, within three (3) months of achieving twenty (20) hours and in agreement with the crew scheduler, drop a pairing(s) to reduce or eliminate his/her bank.

- .05 When the bank credit is twenty (20) hours or less, but is equal to or greater than any pairing on a Flight Attendant's awarded block he/she may at his/her option and in agreement with the crew scheduler drop a pairing(s) in his/her block to reduce or eliminate his/her bank.
- .06 When a Flight Attendant drops a pairing(s) his/her bank will be reduced by an amount equal to the credit value of the pairing(s) or the credit value of the actual bid amount.
- .07 At the Flight Attendant's request on his/her bid sheet or an automated bid entry system and with the pre-approval of the crew planning department, all or any part of his/her bank may be used for blocking purposes. His/her block will be reduced by the number of hours taken from his/her bank at the daily standard credit per day. Such requests must be submitted prior to the distribution of the bid packages.
- .08 A Flight Attendant may use bank credits in conjunction with a vacation period subject to agreement of the crew planner at the daily standard credit per day. Such requests must be submitted prior to the distribution of the bid packages.
- .09 At the Flight Attendant's discretion, he/she may be reimbursed financially in whole or in part.
- .10 Once each year, employees will have the ability to transfer time bank credits into a RRSP. Such transfers shall be made in accordance with the requirements of the Income Tax Act.
- .11 Such approval to use a Flight Attendant's bank time as described above will not be unreasonably withheld subject to operational requirements.
- .12 At the end of each calendar year all banked hours remaining in a Flight Attendant's time bank will be automatically paid out.

5.16 Scheduling Rules – General

- .01 The Company and the Union will form a Scheduling Committee to monitor the application of the scheduling rules.
- .02 The Union and the Company agree to the utilization of a fully automated computerized Pre-

ferential Bid System bidding system. The selected system must be able to automatically generate schedules in accordance with seniority, pre-planned absences, training and bid requests.

- .03 The Company may, with mutual agreement between the Company and the Scheduling Committee, delegate the construction of the blocks to the Scheduling Committee. In the event that the Scheduling Committee completes the construction of the blocks, the Company will have the option of reviewing the blocks and amending them as required before publication and release. It is understood that the Company may resume the construction of monthly blocks at any time at its own discretion.

Note: In the event that the Company resumes the construction of the blocks, the Company shall take on all duties described in this agreement as duties of the Scheduling Committee.

- .04 The Scheduling Committee(s) will monitor pairings and if deemed necessary discuss pairing(s) considered too demanding with Crew Planning Management.
- .05 The Union and the Company agree to a preferential bidding system that ensures each Flight Attendant is awarded his/her choice of pairings, days off or other duties specified by the Company in accordance with his/her seniority as detailed in these scheduling rules.
- .06 Once the final block has been awarded, the credit level it establishes becomes guaranteed for flight limitation purposes. Crew scheduling will attempt to preserve the integrity of the block to protect the Flight

Attendant's working conditions. When a Flight Attendant loses flying time from his/her block, he/she shall be credited for such loss as if he/she had flown his/her block, except as provided for elsewhere in this agreement.

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

5.17 Scheduling Rules - Pairing Construction

- .01 A pairing is a pre-arranged combination of one (1) or more duty periods that will be identified by a number for bidding and scheduling purposes.
- .02 Reserve duty periods shall be constructed as pairings, which include start and release times and will be included in published blocks.
- .03 Pairings shall be constructed by the Company from the known aircraft route tracks and shall reflect all known scheduled or charter flying. The Company shall endeavor to produce a variety of pairings for each base.
- .04 All known training periods will be constructed as pairings.
- .05 The number of continuous days in a pairing shall not normally exceed four (4). The maximum number of continuous days in a pairing shall be five (5). The Company shall discuss with the Union the construction of any pairings in excess of four (4) continuous days before the pairings are published for bidding purposes.

5.18 Scheduling Rules - Block Construction

- .01 All known duty will be blocked. The Company or the Scheduling Committee will construct and award as many full blocks as possible. Flying that cannot be built into full blocks will be constructed as partial blocks.
- .02 Full blocks will be constructed to have a credit level of between seventy-five (75) and eighty-five (85) credits. During the process of block construction, when a Flight Attendant's block reaches his/her bid credit value as stated on his/her bid sheet, through bidding codes, he/she shall not have any further duty awarded based on his/her seniority. The Company will permit a maximum of twenty percent (20%) of the Flight Attendants per base to bid to the seventy-five (75) credit hour minimum based on their seniority. All Flight Attendants will have the option of bidding to the eighty-five (85) credit hour maximum and no Flight Attendant shall be forced to bid to minimum credit levels.
- .02 Full blocks will be constructed to have a

credit level of between seventy-five **(75)** and eighty-five **(85)** credits. The Company shall specify the block average in each position for each bid period. Blocks will be built within a five (5) credit window around the specified block average of seventy-seven point five **(77.5)** credit minimum to eighty-two point five **(82.5)** credit maximum. Occasionally, blocks with an average lower than seventy-seven point five **(77.5)** credits will be considered acceptable when there are no higher credit average blocks that can be built.

In the month that training occurs the training credits will not be included in the monthly blocking window. All credits will be paid out at straight time in addition to all earned credits for the month.

Note: The Company is permitted to raise the blocking average to 87.5 credits for **four** months in each calendar year. The month of December will be considered a blackout period and not subject to this increase in blocking average. The credit window for building blocks will remain at five (5) credits around this average. In the months subject to the increased blocking average, a minimum of 10% of the Flight Attendants in a base will be permitted to bid to the lower average of 82.5 credit hours based on their seniority. The months subject to the 87.5 credit blocking average will be established by Crew Planning and published in the monthly bid package. The maximum blocking window will be 90 credits.

- .03 The days that a Flight Attendant is on vacation, leave of absence (LOA), or a Union Committee day for part of the bid period will be placed on the Flight Attendant's block prior to awarding any duty. His/her availability will be reduced by the daily standard credit for each day that he/she is on vacation or LOA in that bid period.
- .04 No duty cycle shall be scheduled to include

more than six (6) consecutive duty periods with no less than two (2) days off without the Flight Attendant's consent.

- .05 A reserve block shall consist of reserve pairings, training, days, days off and/or vacation days as appropriate.
- .06 No Flight Attendant shall be blocked to successive reserve duty periods in excess of five (5) without the Flight Attendant's consent. Successive reserve duty periods will have a minimum two (2) days off immediately prior to and following reserve duty periods.
- .07 The Company has the ability to approach the software provider with the proposed changes required to the Pairing Generator and the Preferential Bid System. These changes may require some lead-time as they must be programmed and tested to ensure their accuracy and in this case the Union will be notified of the amount of time required. No change will be maintained manually by the Company.

5.19 Days Off

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

Full Block: minimum ten (10) days off.

Partial Block:

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

Reserve Block minimum/maximum twelve (12) scheduled days off.

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

Full block holder: ten (10) days off multiplied

by the days remaining in the bid period divided by the number of days in the bid period;

Partial block holder: eleven (11) days off multiplied by the days remaining in the bid period divided by the number of days in the bid period;

Reserve block holder: twelve (12) days off multiplied by the days remaining in the bid period divided by the number of days in the bid period.

5.20 Reassignment

.01 When a block holder's pairing or portion of his or her pairing is cancelled or changed, (i.e. including but not limited to, as a result of consolidation, misconnection, substitution, insufficient crew rest or legality at home base) he/she will be released from duty or reassigned in accordance with the following:

.01 When a Flight Attendant is contacted a day(s) prior to his/her scheduled flight(s) and no reassignment is made at the time of notification of the loss of a flight the Flight Attendant must contact crew scheduling at 1800 hours the day prior to the affected flight;

.02 Where an employee becomes subject to reassignment while he/she is at the airport, reassigned duty must be assigned and commence within two (2) hours of the originally scheduled departure time;

.02 Where an employee becomes subject to reassignment while he/she is at the airport, reassigned duty must be assigned within two (2) hours of the originally scheduled departure time. The employee may be reassigned to flights that operate inside or outside of the two-hour period. However, he or she must be released immediately upon reassignment.

.03 A Flight Attendant reassigned from a pairing to a training day will not fall under the rules of reassignment. A change in training date or time will not constitute a reassignment;

- .04 If the original pairing consists of only a single duty period, the original duty period may be expanded by a maximum of two (2) hours;
- .04** If the original pairing consists of only a single duty period, the original duty period may be expanded by a maximum of two (2) hours. Further expansion beyond 2 hours will be subject to the Flight Attendant's consent.
- .05 Unless originally scheduled for an overnight pairing a Flight Attendant will not be reassigned an overnight pairing without his/her consent;
- .06** Prior to or after the commencement of a pairing consisting of more than one (1) duty period, the following shall apply:
The Flight Attendant will be subject to reassignment(s) as though the duty periods in the multi-day pairings were individual pairings except as follows:
- (i) The first and last duty periods may be expanded by a maximum of two (2) hours, or
 - (ii) The remaining duty period(s) may be advanced by a maximum of two (2) hours before the originally awarded duty period(s) or extended by a maximum of two (2) hours after the originally awarded duty periods.
- .06** Prior to or after the commencement of a pairing consisting of more than one (1) duty period, the following shall apply:
The Flight Attendant will be subject to reassignment(s) as though the duty periods in the multi-day pairings were individual pairings except as follows:
- (i) On the first day of a multi-day period, the check-in time may be advanced a maximum of two hours. After check-in, the remainder of the duty may be

expanded subject to Article **5.01.02.01.**

- (ii) While away from home base, middle duty periods of the original duty period may be expanded subject to Article **5.01.02.01.** A minimum of ten hours crew rest must be provided.
 - (iii) On the last day of a multi-day pairing, a flight attendant may only be reassigned if they are released within two hours of the original check-out time and legal in all respects.
- .07 If a Flight Attendant is reassigned from a day off to a training day; a duty period shall be dropped from his/her block within the current month. The Flight Attendant will be given preference to the duty period dropped. Credits for such reassignment shall be the highest of the following:
- (a) Minimum daily credit,
 - (b) Credit value of the dropped duty period, or
 - (c) Actual duty credit
- and also include the premium as outlined in Article **5.20.02**
- .08 If a Flight Attendant is reassigned from a multi-day pairing to training the Flight Attendant will be returned to his/her awarded block pairing for those days not being reassigned to training.
- .09 The Flight Attendant shall receive credit for the greater of the original pairing or the reassigned duty.
- .10 If the reassignment results in an over-projection, the over-projection will be resolved within the current month.
- .11 If the Flight Attendant is reassigned from deadheading to operating the flight, the reassignment will be offered in order of seniority. Reassignment compensation of three (3) hours credit, at the applicable hourly rate, will be paid in addition to any other credits.

- .12 Reassigned duty will not normally be scheduled if it interferes with the remainder of the Flight Attendant's block. If the reassigned duty interferes with another duty period the Flight Attendant shall receive credit for the greater of the original duty periods or the actual duty credit of the reassignment. At no time will he/she receive less than his/her block guarantee.
- .13 If, as a result of reassignment, a duty period extends into a day off (in accordance with this Article), a day in lieu will be granted or placed in the Flight Attendant's overtime bank at his/her discretion.
- .14 If any of the clauses within this article are breached the Flight Attendant shall receive compensation in accordance with the bolded Article 5.14.02 (**Work Day Off**).

.02 Airport Move Up

Definition: Assignment of a Flight Attendant to a flight(s) other than his/her own due to insufficient call-out notice of a reserve Flight Attendant in accordance with **Article 5.23.05**.

In order to prevent the cancellation or delay beyond thirty (30) minutes of a regularly scheduled flight(s), a Flight Attendant may have his/her pairing changed in accordance with Article 5.20.02 such that the change does not interfere with the continuance of the remainder of his/her block and in accordance with **Article 5.20.04 and .06**.

If the Flight Attendant's scheduled deadhead is changed to operating the flight, the assignment will be offered in order of seniority and the premium provisions of this Article will apply.

A premium of three (3) hours credit, paid at the applicable hourly rate will be paid in addition to any other credits for each additional change to the Flight Attendant's originally scheduled flight(s). This situation may not occur more than twice per month per Flight Attendant without the Flight Attendant's consent.

- .01 The premium will be for pay purposes only.

- .02 The Flight Attendant so assigned must be returned to his/her original flight schedule as soon as possible.
- .03 If the reassigned Flight Attendant has been taken from any aircraft there will only be one class of service.

5.21 Delayed Operations

- .01 A delayed operation shall include any extra duty incurred as a result of departure delays, enroute delays, additional or alternate landings required to complete the normal course of the awarded pairing.
- .02 If, as a result of a delayed operation a Flight Attendant is unable to report for his/her next duty period, he/she will receive credit for all duty lost and the following procedures shall apply:
 - (a) Crew scheduling will return such Flight Attendant to his/her pairing as soon as possible after he/she has completed the appropriate rest period;
 - (b) He/She may be reassigned in accordance with Article 5.20.
- .03 If, as a result of a delayed operation a Flight Attendant's duty period extends into a day off, the provisions of scheduling rules - "duty into a day off will apply.

5.22 Duty into Day Off

- .01 A Flight Attendant may be scheduled so that the end of the duty period extends into a day off by two (2) hours.
- .02 If for any reason a Flight Attendant's duty period extends into a day off by more than two (2) hours, a duty period shall be dropped from his/her block within the current bid period. (One(1) Flight Attendant will be given preference to the duty period dropped, with the exception of statutory holidays, where a duty period will be dropped only if coverage is available).
- .03 Should the duty into a day off occur such that the Flight Attendant has only days off remaining in his/her block, a duty period shall be

dropped from his/her block within the next bid period.

- .04 If the duty into a day off results in a Flight Attendant overnighiting away from his/her base and deadheading to his/her base on a day off, crew scheduling shall return the Flights Attendant to his/her base over the most direct route with the least number of stops after his/her crew rest. The Flight Attendant shall receive all the applicable credits for the additional duty period, in addition to having a duty period removed from the current bid period or the next bid period, if required.
- .05 If the duty into a day off results in a Flight Attendant overnighiting away from his/her base and the Flight Attendant subsequently accepts voluntary assignment to duty other than deadheading to home base, the provisions of "WORKED DAY OFF" shall apply. This includes the assignment of reserves. This Flight Attendant shall not have any duty periods removed.

5.23 Reserve

- .01 A period of reserve duty shall not exceed fourteen (14) consecutive hours. The normal starting time of the reserve duty period will be 0530 local time. This time may vary providing that the Flight Attendant is notified at least twenty-four (24) hours in advance by Crew Scheduling/Planning. However, the normal starting time of the reserve duty period will not, be earlier than 0400 local time.
- .01 A period of reserve duty shall not exceed fourteen (14) consecutive hours. The normal starting time of the reserve duty period will be 0400 local time. This time may vary providing that the Flight Attendant is notified at least twenty-four (24) hours in advance by Crew Scheduling/Planning. However, the normal starting time of the reserve duty period will not be earlier than 0300 local time.**
- .02 A Flight Attendant shall be available for call out from the start of the reserve period until the moment that the Flight Attendant is

released from duty. This will not exceed eighteen (18) hours. Should he/she leave his/her place of residence, he/she shall advise crew scheduling where he/she can be reached. A pager is considered to be an acceptable method of communication.

- .02 A Flight Attendant shall be available for call out from the start of the reserve period until the moment that the Flight Attendant is released from duty. This will not exceed twenty-two (22) hours. Should he/she leave his/her place of residence, he/she shall advise crew scheduling where he/she can be reached. A pager is considered to be an acceptable method of communication**
- .03 Crew scheduling shall not interrupt a Flight Attendant's contractual rest period in order to assign his/her duty. In the event contractual crew rest time is interrupted it shall commence again. However, Crew Scheduling may contact a Flight Attendant up to two (2) hours prior to check-in to advise him/her of a delayed or cancelled departure.
- .04 A reserve Flight Attendant is responsible to ensure that he/she is available for call out by crew scheduling at any time during his/her reserve duty period. Crew scheduling shall telephone at least twice, with not less than fifteen (15) minute intervals between calls.
- .05 A Flight Attendant on reserve shall be given not less than two (2) hours notice to report for a scheduled check-in time.
- This provision shall in no way deter a Flight Attendant from reporting for duty in less than two (2) hours if the flight is scheduled to depart sooner and he/she is able to report sooner. By the same token, no Flight Attendant shall be subject to discipline if he/she is not able to report in less than two (2) hours from receipt of notice.
- .06 When a Flight Attendant on reserve is assigned to a flight or any other duty, he/she shall be so advised and he/she will be released from standing reserve. A Flight Attendant may only

- resume his/her reserve block after completing the appropriate rest period.
- .06 When a Flight Attendant on reserve is assigned to a flight or any other duty, he/she shall be so advised and he/she will be released from standing reserve until check in time. Crew scheduling may contact the reserve holder to assign further duty subject to the maximum duty day.
 - .07 A reserve Flight Attendant shall contact Crew Scheduling by 1800 hours base local time on the day prior to duty to check available flying and state his/her preferences. If a reserve Flight Attendant has not done the above, it is assumed that all available flying has been refused. Crew Scheduling will assign all known reserve flying by 2030 base local time.
 - .08 A Flight Attendant shall automatically be off duty after completion of assigned flight or flights as per "duty periods".
 - .09 It is the Flight Attendants responsibility to contact Crew Scheduling after completion of the original awarded assignment to see if further duty is required and the Flight Attendant can be subject to further assignment to the maximum duty day.
 - .10 Any duty in excess of the assigned flight or flights shall be considered as reassignment.
 - .11 A reserve block holder who reports for a flight that subsequently does not operate or who performs any other duty and is otherwise released shall not be subject to further reserve duty until after the appropriate rest period.
 - .12 If more than one (1) Flight Attendant is assigned to the same reserve duty period, the senior reserve Flight Attendant shall have the right of first refusal for any duty that falls within this reserve duty period.
 - .13 When a reserve block holder is assigned duty at least a day in advance, he/she shall be so advised and shall be released from standing reserve twelve (12) hours prior to the commencement of the assigned duty.
 - .14 A reserve Flight Attendant will not be required

to sit reserve away from home base without a home base check-in and check-out time.

- .14** A reserve block holder may be held at the airport for a further assignment, but at no time shall he/she be held at the airport for more than two hours without assignment to a flight. She may be assigned to a flight, which departs during, or after the two-hour period however if no assignment is made she shall be released for crew rest until the next calendar day. The duty period for pay and limitation purposes shall end at release time.
- .15** On the fourth consecutive day away from home base, the reserve Flight Attendant shall not be assigned until the next calendar day after the appropriate crew rest at home base has been completed.
- .16** Crew rest may be reduced to ten hours at home base to allow for the assignment of continuous duties. The assignment of consecutive continuous duties must take place at the time of check-out or before.
- .17** The Company agrees when a reserve Flight Attendant reaches eighty-five credit hours, at his or her request he/she shall be released of all duties until the commencement of his/her next month.
- .18** In the event that a reserve Flight Attendant has been assigned to a single duty period, he/she will not be assigned to an overnight pairing unless all remaining reserve coverage has been assigned. He/She will be permitted three (3) hours to obtain overnight items.

Notwithstanding the above, in order to prevent the cancellation or delay of a flight beyond thirty minutes the reserve Flight Attendant may be assigned to an overnight.

5.24 Over-projections

- .01** Over- projection means the situation that occurs when a Flight Attendant's actual credits in a month plus the projected credits for the

remainder of the month's block award exceed his/her monthly maximum. Credits accumulated by **WDO's** shall not be included in over-projection credits.

- .01 Over-projection means the situation that occurs when a Flight Attendant's actual credits in a month plus the projected credits for the remainder of the month's block award exceed ninety (90) credits. Credits accumulated by WDO's shall not be included in over-projection credits.**
- .02 It shall be the responsibility of Crew Scheduling or designate to ensure that credits that a Flight Attendant accrues throughout the month are tracked and recorded on a daily basis.
- .03 Any credits accrued that create an over-projection (e.g., reassignment, NBG, assignment from reserve, or duty into a day off) shall be resolved as soon as they become apparent by removing a pairing(s) or portion of a pairing within the current bid period or the next month's bid period if so desired. Credits accumulated by **WDO's** shall not be included in over-projection. (Flight Attendants will choose the duty period dropped with the exception of statutory holidays, where a duty period will be dropped only if coverage is available).
- .04 Notwithstanding .03 above, the Flight Attendant's actual monthly credit hours may exceed his/her monthly maximum under the following provision:
On his/her last duty period of a month, a Flight Attendant may commence and complete said duty period provided that he/she will not exceed his/her monthly maximum by more than one-half (½) the blocked credit of his/her duty period. However, no Flight Attendant will depart his/her home base with more than his/her monthly maximum credits.
- .05 The Company will provide all Flight Attendants with monthly time sheets to track all flying.
- 5.25 Scheduling Rules**
- Sick Leave Book-On/Return to Duty
- .01 When a Flight Attendant has booked off and

subsequently advises Crew Scheduling that he/she is fit to assume flight duty, he/she will be returned to his/her awarded block pairing if he/she books on prior to 1800 hours the day prior to scheduled flying or after 1000 hours on the day of operation when the next flight is a continuous duty. If he/she books on after 1800 hours Crew Scheduling will have the option of returning the Flight Attendant to his/her original pairing or reassigning him/her. If the Flight Attendant cannot be returned to his/her pairing or reassigned he/she may, at his/her option, stand reserve or remain on sick leave until he/she can be returned to his/her scheduled block. A Flight Attendant assigned to reserve shall stand reserve for the hours of his/her originally scheduled pairing.

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

5.26 Bidding Procedures

- .01 The bid package will be published no later than the tenth (10th) local time at 1700, of each month preceding each bid period.
 - (a) All changes to pairings must be posted forty-eighty (48) hours prior to bid closing date. Upon mutual agreement between the Scheduling Committee(s) and the Company, the closing bid date may be extended.
 - (b) In the event of a schedule change, the Scheduling Committee(s) and the Company may elect to issue a new bid package and re-block the remaining days in the month in the bid period
- .02 The bid closing date shall be not later than 0900 local time on the sixteenth (16th) day of the appropriate month.
- .03 Awarded blocks will be deposited in the Flight Attendant's mailboxes not later than 1200 local time on the twenty-second (22nd) day of the appropriate month.
- .04 The bid publishing and closing dates can be

moved forward as necessary by the Crew Planning department with the mutual consent of the Union Scheduling Committee(s) to accommodate new technology and/or, the block rework in the case of a blocking error.

- .04** The bid publishing and closing dates and schedule award dates may be extended by two calendar days as required by the Company.

Blocking Errors

Blocking errors and conflicts shall not result in the Flight Attendant losing any of his/her awarded credits, however, he/she may be subject to reassignment.

In the specific case of double blocking, the senior Flight Attendant will be given the choice of operating the flight or being subject to reassignment.

Errors discovered after the blocks are published will be corrected to the mutual satisfaction of the Union Scheduling Committee(s) and the Company. To this end the Flight Attendants' Scheduling Committee(s) will provide seventy-two (72) hours after the publication of blocks to establish and correct blocking errors. After this time the blocks will be considered as final and have no further amendments made.

- .05** The bid package shall contain the following:
- (a) An information package,
 - (b) Two (2) standard bid sheets,
 - (c) The pairing listings, and
 - (d) The syntax codes required for bidding.
- .06** The information package shall contain the following:
- (a) The dates of the closing and issue of the awarded blocks,
 - (b) The names and seniority numbers of Flight Attendants by base known to require line indoctrination, training or check flight(s) and appropriate credits for the month,
 - (c) The names and seniority numbers of Flight Attendants by base on vacation,

- leaves of absence, on special assignment(s) or Union Committee days,
- (d) The names of the Flight Attendants whose previous block caused an overlap into the next bid period, the overlap credit, day of end of duty and the time of end of duty,
 - (e) A list of all Flight Attendants at the base eligible to bid, along with their seniority number, and
 - (f) A pairing calendar.
- .07 The pairing listings shall contain the following information:
- (a) Pairing number,
 - (b) Pairing frequency showing the day of the month and the effective dates the pairing operates,
 - (c) Flight number,
 - (d) Local departure time at each station,
 - (e) Local arrival time at each station,
 - (f) Flight time for each leg,
 - (g) Local time at which duty ends,
 - (h) Total duty time,
 - (i) Pairing total flight time,
 - (j) Credit guarantees,
 - (k) Layover elapsed time,
 - (l) Name or identifier of hotel, where possible,
 - (m) Name and telephone number of the transportation company to/from hotel where possible,
 - (n) Hotel telephone number,
 - (o) Destination meals and expenses,
 - (p) Planned meal allowances per pairing,
 - (q) If deadheading, the deadheading flight number(s), local departure time(s), arrival time(s); elapsed time(s) and credit time(s),
 - (r) Aircraft type, and
 - (s) Crew complement coding; i.e. "FA" and "In-charge".

- .08 The information on the bid sheet will include the ability to bid In-charge or Flight Attendant position on a pairing by pairing basis. The awarded positions will subsequently be identified on the blocks in a mutually agreed format.
 - .09 If a Flight Attendant does not submit a bid, the Scheduling Committee(s) will revert to a preferential route bid (PRB) that all Flight Attendants are required to submit. The PRB shall indicate the type of flying, days off preferred and other personal preferences. This form will be of a format approved by the Scheduling Committee(s) and will be kept on file. A Flight Attendant may update his/her PRB at any time.
 - .10 No bids shall be accepted after the closing date and time.
 - .11 A Flight Attendant who is absent from his/her home base or on sick leave may arrange to have another Flight Attendant submit a bid on his/her behalf.
 - .12 In the event of a new computer system of bidding, the Company will provide members of the Union Scheduling Committee(s) with advanced training during establishment of this new system. As well, the Union Scheduling Committee(s) will be consulted in the development of new bid sheets and codes as they are being established for the new computer system.
 - .13 If at any point, bidding procedures become fully automated, manual bid sheets will no longer be distributed. All Flight Attendants will be given the opportunity to automatically submit monthly bids electronically. They will also be able to change/update their Preferential Route Bid. Sections 5.26.05 and 5.26.06 will also be removed if a personal calendar can be provided which will inform Flight Attendants of all leaves, training and absences in any upcoming month. Only monthly pairings will be distributed as a bid package.
- 5.27** Alternate Trip Coverage
- .01 Flight Attendants requesting alternate trip coverage shall do so in writing shall both sign the request and shall submit the request a min-

imum of forty-eight (48) hours in advance to Crew Scheduling who shall approve or reject the alternate trip coverage within twenty-four (24) hours.

Alternate trip coverage is subject to the following conditions:

- .01 The employee scheduled for the flight(s) will receive flight credits as if he/she had operated the flight(s).
 - .02 All expenses will be paid to the employee who works the flight(s).
 - .03 Sick leave provisions will apply to the employee who has agreed to work the flight(s); and
 - .04 All contractual obligations are met.
- .02 For the purposes of this Article Alternate Trip Coverage will also include the ability of a Flight Attendant to request any unassigned flights and/or pairings with the limitation that the pairing's credit level is plus or minus one (1) hour. It is understood such work would be voluntary and, therefore, at straight time hours.
- .03 Regular blockholders may call crew scheduling to query open flights and place their bid for open flights desired by 1200 hours on the day of the award. Flight Attendants shall be eligible to bid for open flights subject to the following:
- .01 A legal rest period has been observed, prior to operating an open flight and any duty for that day.
 - .02 The open flight will not cause them to exceed their monthly flight time limitation or duty limitation.
 - .03 The Flight Attendant will be paid in accordance with actual or scheduled duty of the open flight operated and such open flight shall replace the value of the original trip scheduled.
 - .04 They will be available to cover their next scheduled flight, and
 - .05 The minimum guaranteed days off will be observed.

.04 Open flights shall be awarded to blockholders daily at 1800 hours the day prior to scheduled operations.

.01 Unassigned flying shall be awarded on the basis of seniority in the following order:

Article 5.27.02,

Article 5.23 (Reserve),

Article 5.14 (Worked Day Off),

Article 5.20.02 (Airport Move Up).

5.28 Reduced Blocks in Lieu of Lay-off

.01 In the event that the Company deems layoffs will be required and has shown the Union evidence of same it is agreed between the Union and the Company that all offers of voluntary leave of absence are addressed prior to reduced blocks being offered. Reduced blocks must be requested strictly on a voluntary basis by the employee.

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

.01 The Company will determine the number of reduced blocks that may be built in any bid period per base.

.02 Reduced blocks will be established between thirty-seven (37) hours and forty-seven (47) hours per month.

.03 Requests for reduced blocks will be awarded in accordance with the monthly bid package.

.04 Flight Attendants holding a reduced block will be treated as a full block holder or reserve block holder in all respects as outlined in the Collective Agreement with the exception of **Article 5.14** (Work Day Off).

.05 A reduced block holder may only volunteer for overtime one day per month. A reduced block holder will not receive the minimum monthly pay guarantee of seventy-five (75) hours. Their published credit will be used as their minimum monthly guarantee.

.03 When it is determined that there will be a reduction in the total system positions, the

Company will issue a bulletin to all Flight Attendants advising them of the requirement for reductions. Prior to any layoffs, all surplus Flight Attendants will be first dealt with through attrition, voluntary severance options, leave of absence programs, and any other mitigation programs as may be agreed to between the parties. Possible mitigation vehicles could include, but are not limited to:

- (a) Reduce maximum monthly scheduled block system-wide,
- (b) Job sharing (individual reduced blocks),
- (c) Leaves,
- (d) Wet leases,
- (e) Early retirement incentives,
- (f) Vacation purchase, or
- (g) Government assistance programs (i.e. E.I. supplement).

5.29 In-charge Designation

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

**ARTICLE 6
TRANSPORTATION AND EXPENSES**

6.01 Flight Attendants who transfer from one base to another pursuant to Article 13 shall pay their own moving expenses to the new base, except as provided in Article 6.02, except that the Company will furnish free space available air transportation on the Company's system for such Flight Attendants and members of their immediate family to the extent permitted by law.

6.02 Flight Attendants who relocate at the Company's request from one base to another **or** as a result of base closure or partial closure, the Company will bear transportation costs, moving expenses of household goods, reasonable living expenses,

and real estate fees of the employee and immediate family members as outlined below. (In addition, if the base is being reduced and the Company is forcing Flight Attendants to relocate to another base, a Flight Attendant who volunteers to relocate in lieu of a Flight Attendant forced to move shall have their moving expenses paid as well).

- .01 The expense of moving household and personal effects by a legitimate cartage company. **The** Company agrees to pay actual moving expenses including packing and unpacking of personal effects. The mover to be used shall be chosen by obtaining three quotes, one of which must be from a mover under contract to the Company. The Flight Attendant shall then be able to choose any mover if he/she is willing to pay the additional amount above the Company's contracted mover's quote. The Company agrees to maintain a reputable intercity mover under contract, such as Allied, Mayflower, or United Van Lines.
- .02 All reasonable accommodation and living expenses for a period of thirty (30) days.
- .03 Expenses related to the installation and transfer of utilities.
- .04 Expenses of positive space passes for all immediate family for the purposes of relocation and space available passes for commuting to the previous domicile until complete relocation.
- .05 Flight Attendant and spouse will be entitled to **up** to two (2) space available passes to the new base for house hunting purposes. It is expected that these trips will be done during the Flight Attendant's scheduled days off and/or between assignments.
- .06 Other relative expenses which are considered reasonable including the costs of terminating any lease or tenancy agreements but excluding damage deposits.
- .07 Time Off
In accordance with Article 13.11. In addition, a maximum of fifteen (15) credit hours paid time off, subject to operational requirements and individual circumstances will be granted to

allow the Flight Attendant to house/apartment hunt and relocate to the new location.

6.03 Meal Allowance

Effective the first day of the month following ratification a meal allowance of \$2.25 will be paid for each actual hour (or portion thereof) of the duty period. (i.e. check-in to check-out)

6.04 Layover Expenses

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

.01 .01 Effective the first day of the month following ratification layover meal expenses will be provided in accordance with the following:

Breakfast	\$12.23
Lunch	\$14.94
Dinner	\$23.69
Snack	<u>\$ 4.06</u>
Total	\$54.92

.02 Effective June 1, 2002 layover meal expenses will be provided in accordance with the following:

Breakfast	\$12.54
Lunch	\$15.31
Dinner	\$24.28
Snack	<u>\$ 4.16</u>
Total	\$56.29

.03 Effective June 1, 2003 layover meal expenses will be provided in accordance with the following:

Breakfast	\$12.85
Lunch	\$15.70
Dinner	\$24.89
Snack	<u>\$ 4.27</u>
Total	\$57.71

.04 Effective June 1, 2004 layover meal expenses will be provided in accordance with the following:

Breakfast	\$13.17
Lunch	\$16.09
Dinner	\$25.51
Snack	<u>\$ 4.38</u>
Total	\$59.15

penses are incurred in

h pairing
lowing:

(c)

(c)

No

ings.

.03 Base
the a

(a)

(b)

rs inclu-

(c) Between 1300 hours and 1859 hours inclu-
sive, Dinner and LNS.

(d) Between 1900 hours and 21:59 hours
inclusive, Dinner.

(e) After 2159 hours, LNS.

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

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

(a) Before 1200 hours; Breakfast:

(b) Between 1200 hours and 1759 hours inclu-
sive, Breakfast and Lunch.

(c) Between 1800 hours and 2159 hours inclu-
sive, Breakfast, Lunch and Dinner.

(d) After 2200-hours, Breakfast, Lunch,
Dinner and LNS.

6.04 Layover Expenses

ly within any portion of that period. For the purpose of this article, duties shall include an entire trip period. Meal allowances currently covered under the collective agreement will continue to be covered. The times and amounts are as follows:

Breakfast:	06:00 - 07:00	\$12.54
Lunch	12:00 - 13:00	\$15.33
Dinner:	18:00 - 19:00	\$24.28
Snack:	After 2200	\$ 4.16

Departure and arrival times are defined as brake release until break set.

On flights to and from the USA the meal allowance will be calculated in US funds upon flight departure until flight arrival times in Canada. All funds will be converted and paid in Canadian dollars. The official rate will be the highest noon buy rate for the month as established by the Air Canada Treasury Department.

The amounts provided for each meal period for flight attendants shall not be less than those provided to the pilots for each meal period.

6.05 Accommodations at Layover Stations

- .01 A hotel gratuity allowance of two dollars and fifty cents (\$2.50) per layover will be paid to each Flight Attendant.
- .02 Gratuities incurred in the U.S. will be calculated in U.S. funds and converted and paid in Canadian funds.

6.06 The Company agrees to pay the full cost of airport parking for Flight Attendants. In the event that a Flight Attendant lives in a city other than the designated base he/she may submit an expense claim (with receipts) and shall be reimbursed for the lesser of the actual monthly cost of parking or the cost of parking at his/her designated check-in locations.

6.07 Co-Terminal Operations

- .01 In the event of a flight being unable to land at Vancouver Airport and being diverted to Abbotsford Airport, duty periods for Flight Attendants will terminate at the Vancouver Operations Centre.

- .02 Any other co-terminal operations yet to be determined will be discussed and agreed upon between the Company and the Union.
- .03 Toronto Area Airports:
 - .01 The airports, Lester B. Pearson International and Toronto City Centre shall be deemed the same domicile.
 - .02 Flight Attendants who transfer or are assigned between these airports **will** be deemed to have not changed domicile and will not be entitled to the provisions of Article 6.
 - .03 Nothing in the agreement shall prohibit a Toronto domiciled Flight Attendant from being assigned to flights out of another Toronto area airport, providing the check-in/check-out is at the base airport, and incorporates the following:
 - (i) Seventy-five (75) minute check-in at base airport prior to departure from another airport, and
 - (ii) Forty-five (45) minute check out at base airport after arrival at another airport.
 - .04 The Company will provide transportation to and from the base airport and the other airport.
 - .05 The Flight Attendant may use her own transportation and report directly to the airport to which she is assigned in accordance with Article 5.01.01.
 - .06 Prior approval to utilize own transportation is required and once approved, the Company will reimburse the Flight Attendant for the mileage between the airports in accordance with Article 6.12.
 - .07 The training facilities in Toronto will be deemed to be common to both Toronto area airports.
- 6.08** The provisions of 6.03 and 6.04 shall apply to Flight Attendants on layover for training.
- 6.09** It is agreed that company transportation, airline limo, cab or other suitable transportation will be provided for all Flight Attendants who are required to report for duty or whose trip arrives at their home

base between the hours of 1230 and 0430 local time regardless of the availability of public transportation to a maximum of fifty (50) kilometers.

The Company shall provide transportation between the check-in location and the terminal building if they are not within reasonable walking distance at the following designated airports based on existing distances.

At layover stations, where transportation is not provided within thirty (30) minutes after arrival, Flight Attendants may use other reasonable means of transportation and may claim reimbursement for such transportation provided that Crew Scheduling is notified that transportation has not arrived **prior** to making other arrangements.

6.10 Base Closure

.01 Notification

Notification of Base Closure or complete transfer must be made by the Company, in writing, to the Union and the Flight Attendant *so* affected, at least forty-five (45) days prior to any such action.

.02 Bumping

In accordance with Article 11 - Reduction in Force.

.03 Severance

Should the Flight Attendant see fit to decline the opportunity to bump, **or** if there are no job openings within the Company available, such Flight Attendant may resign, and if *so* shall be paid severance pay on the basis of two (2) weeks' wages for each year of service **or** fraction thereof.

6.11 Hotel Credit

If a Flight Attendant in-charge is scheduled to overnight and does not require a hotel room, they will advise Crew Scheduling prior to 1600 hours Local Time in which case the Company will cancel their scheduled room and credit the Flight Attendant/In-charge twenty dollars (\$20.00) per night. Such monies to be paid monthly and shall not be less than those specified for pilots.

6.12 Mileage

Where a Flight Attendant uses his/her own car for

company authorized purposes it is agreed that mileage shall be compensated in accordance with current Company policy.

ARTICLE 7 PROBATION

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

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

7.03 Application of Agreement – except as otherwise provided herein a Flight Attendant shall during the probationary period be regarded as coming within the scope of this Agreement and shall enjoy all rights and benefits of this Agreement.

7.04 The Company reserves the right to make decisions with respect to the discharge or discipline for cause, or retention of a Flight Attendant during the probationary period (subject to the grievance procedure).

ARTICLE 8 SENIORITY – GENERAL

8.01 A Flight Attendant's seniority shall begin to accrue from the first day of the regular initial ground training course. Seniority shall be determined by the drawing of lots with the exception of currently employed staff transferring into the bargaining unit whose Company seniority will prioritize them to the top of their training class. Seniority of all Flight Attendants shall be on a system wide basis.

8.02 A Flight Attendant, once having established a seniority date in accordance with this Agreement, shall not lose that date, except as provided in the Agreement.

8.03 Seniority shall govern all Flight Attendants in their retention in case of reduction in force, vacations, their assignment, or re-assignment due to

expansion or reduction in schedules consistent with the employee scheduling procedures, their re-employment after release due to reduction in force and their choice of vacancies.

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

8.04 A Flight Attendant, who resigns, is dismissed or who fails to return from an authorized leave of absence in accordance with the agreed conditions with just cause shall forfeit all seniority rights. If any Flight Attendant is dismissed and later reinstated under the grievance procedures, the Flight Attendant's seniority will also be re-instated.

8.05 Seniority shall not govern, in any respect, transfers to non-flying duty or assignments to non-flying duty, supervisory duty or special assignment duty.

8.06 A Flight Attendant whose service with the Company is permanently severed or who resigns or is dismissed from the service of the Company shall thereupon forfeit all previously accrued seniority rights and the Flight Attendant's name shall be removed from the seniority list.

8.07

.01 If there is an interruption between the end of training and the first day of the first flight schedule, the date of the first day of the first flight schedule will be advanced by the number of days of initial training.

.02 During this interruption, any Flight Attendant on maternity leave will have her date of service begin on the date that the Company would have called the Flight Attendant, were it not for her condition.

.03 The date of service may also coincide with the beginning of continuous service to the Company, in any position, but this period may not be used for the purpose of seniority as a Flight Attendant.

ARTICLE 9

SYSTEM SENIORITY LIST

9.01 Seniority Lists: Flight Attendant system seniority lists shall be prepared by the Company as

of April 1st annually and posted at each base. This list will identify each Flight Attendant by name in Seniority sequence, and it shall include; the Company employee number, Company service date, current and date of entry into the scope of the Agreement and the adjusted date of seniority if applicable. An addendum to the Employee System Seniority List shall be published October 1st. Such addendum shall reflect the deletion or addition of names, as the case may be, and shall be posted on the Flight Attendant's Crew Room Bulletin Board at each base, with a copy to each Local Union.

9.02 Flight Attendants shall have thirty (30) calendar days after the posting of each list or addendum in which to protest in writing to the Company any alleged omissions or errors affecting their seniority, but such protests shall be confined strictly to errors or changes occurring subsequent to the posting of the last system seniority list. After all protests have been considered and any adjustments found necessary have been made, such lists shall be revised accordingly and shall be binding on all Flight Attendants affected. Adjusted seniority lists shall be copied to each Local Union. Where a Flight Attendant is on vacation, leave of absence or out of the country or on sick leave at the time of posting he/she may protest within thirty (30) days after his/her return to duty.

9.03 Flight Attendants' names shall appear on the seniority list regardless of their probationary status.

9.04 The System Seniority List shall subsequently be divided into base seniority lists for bidding and vacation purposes. All base seniority lists shall be available at each Flight Attendant base with a copy to each Local Union.

ARTICLE 10
TRANSFER TO POSITIONS INSIDE/OUTSIDE
THE SCOPE OF THE AGREEMENT

10.01 Transfer to Supervisory Positions

- .01 Seniority shall not govern transfer to non-flying supervisory duty.
- .02 A Flight Attendant who is transferred or promoted to supervisory duty shall not retain seniority.

.03 Selection of Flight Attendants for supervisory positions shall be at the discretion of the Company.

10.02 Transfer to Special Assignment Positions

.01 Seniority shall not govern transfer to non-flying special assignment duty. These positions shall not be supervisory.

.02 A short-term temporary assignment is one that lasts for less than ninety (90) days.

.03 Selection for short and long-term special assignments shall be at the discretion of the Company. Special Assignments of ninety (90) days or more shall be published to Flight Attendants and all applications shall be considered.

.04 Preference shall be given to Flight Attendants who are requesting re-assignment due to pregnancy or nursing, and to employees requiring modified work.

.05 Long-term special assignments will normally be limited in duration to two (2) years. Flight Attendants who bid and are awarded special assignments and whose special assignment has terminated cannot re-apply for a special assignment until twelve (12) months of active line duty have been completed unless mutually agreed between the Union and the Company for a short period.

.06 The specific working conditions applicable to the assignment shall be confirmed in writing to the Flight Attendant with a copy to the Local Union prior to the commencement of the special assignment.

.07 A Flight Attendant on special assignment of any type shall not be involved in the discipline of any Flight Attendant.

.08 Flight Attendants transferred or promoted to positions not directly associated with Flight Attendant functions and Flight Attendants in non-supervisory In-flight positions shall accrue and retain seniority for a period not more than two (2) years.

10.03 Transfer to Training Positions

.01 Seniority shall not govern transfer to non-fly-

ing training assignment duty. These positions shall not be supervisory.

- .02 Selection for training assignments shall be at the discretion of the Company. Training assignments shall be published to Flight Attendants and all applications shall be considered. Where a Flight Attendant who bids on the position is not accepted, the Company will reply to the candidate in writing.
- .03 Training assignments will normally be limited in duration to two (2) years. Flight Attendants who bid and are awarded training assignments and whose assignment has terminated cannot re-apply for a special assignment until twelve (12) months of active line duty have been completed unless mutually agreed between the Union and the Company for a shorter period.
- .04 The specific working conditions applicable to the assignment shall be confirmed in writing to the Flight Attendant with a copy to the Local Union prior to the commencement of the training assignment.
- .05 A Flight Attendant on training assignment shall not discipline any Flight Attendant.
- .06 Flight Attendants on training assignment shall be subject to a yearly evaluation. Class evaluations completed by Flight Attendants shall be considered in the yearly evaluation.
- .07 Trainers shall be required to fly a minimum of thirty-seven and a half (37½) hours per month. The thirty-seven and a half (37½) credited hours will include vacation, reserve, and sick leave. Trainers may fly less than thirty- seven and a half (37½) hours in a month in extenuating circumstances if mutually agreed between the Union and the Company.
- .08 At no time will Trainers be permitted to provide training to anyone other than Flight Attendants covered under the terms of this Collective Agreement unless prior permission is received from the Union. Trainers will be permitted to training courses where there are a combination of Flight Attendants and other Company employees.

.09 Each training day shall have a minimum credit value of five (5) hours.

10.04 Any Flight Attendant leaving the bargaining unit for any reason provided under this Article and retaining seniority shall not have the right at any future time to exercise this seniority in accordance with any provision of this Agreement to effect a return to the bargaining unit if any Flight Attendant in the bargaining unit is then on non-voluntary laid-off status or if this would result in the lay-off of any Flight Attendant in the bargaining unit. In this circumstance only the Flight Attendant returning to the bargaining unit will revert to lay-off status until he/she is able to exercise his/her seniority to accept recall in accordance with Article 12.

ARTICLE 11 REDUCTION IN FORCE

11.01 When there is to be a reduction in force at a base, Flight Attendants will be laid-off at that base in reverse order of seniority.

11.02 Flight Attendants will receive notice, in writing, as far in advance as possible, but in no event less than twenty-one (21) days prior to the effective date of lay-off. A lay-off notice dated and mailed at least three (3) days prior to the twenty-one (21) day period of effective notice required shall fulfill the time requirements of this provision. The Local Union shall receive a copy of all lay-off notices.

Failure to provide the above notice as specified would result in fourteen (14) days pay to the Flight Attendant.

11.03 A notice shall contain the following information:

- (a) Effective date of lay-off;
- (b) Any known vacancies in the system existing on the date of the notice; and,
- (c) The number of Flight Attendants at each base who are junior and who are expected to remain employed after the effective date of lay-off.

11.04 A Flight Attendant, in receipt of lay-off notice, will be laid-off at the base of his/her last permanent assignment, unless he/she exercises his/her seniority to:

- (a) Accept any vacancy in the system, provided he/she notifies the Company of his/her decision at least one week prior to the effective date of lay-off;
- (b) Bump any junior Flight Attendant in the system provided that he/she advises the Company of his/her decision to bump the junior Flight Attendant at least one (1) week prior to the effective date of lay-off.

Note: The only criterion for bumping is seniority. There shall be no reason, which will prohibit a Flight Attendant from exercising his/her seniority.

- (c) Only a Flight Attendant who elects to bump the most junior Flight Attendant in the system will be eligible for the provisions of Article 6 as described therein. Any Flight Attendant taking this option waives the right of recall to their original base; or
- (d) Accept a severance in accordance with Article 11.11.

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

11.06 Flight Attendants who elect to exercise their seniority in accordance with Article 11.04 (a) or (b) above, shall be given a minimum of two (2) weeks from the date notice is given to bump or fill vacancy, to report for duty at the new base. In no case shall the Flight Attendant be required to remain at his/her former base longer than three (3) weeks.

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

For the purpose of this Article "available for duty at his/her former base" shall mean that

- (a) The Flight Attendant shall be awarded a block at the new base only.
- (b) Where awarded a regular block, he/she shall have the option of operating the flights in his/her block at the new base or being assigned

to reserve at his/her former base on the days on which he/she was scheduled to commence a duty period, and

- (c) Where awarded a reserve block, he/she shall be assigned to reserve at his/her former base on the days scheduled in his/her block.

11.07 Flight Attendants who have been laid-off must confirm their current address with the Regional Manager, In-flight Service within two (2) weeks of such lay-off, and they shall promptly advise the Supervisor in writing of any change of address.

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

At the request of the Flight-Attendant, the Company will continue providing benefits subject to Plan Policy, i.e. dental, medical, extended health, provided that the employee pays the full cost of the premiums in advance of the effective date of layoff. (Post-dated cheques are an acceptable form of pre-payment.)

11.09 Prior to any reduction in force which results in **group** lay-offs, the Company shall notify the Union as early in advance as possible of the action being taken in order to enable the parties to discuss possible ways of avoiding a lay-off or minimizing the adverse effects of layoff.

11.10 Flight Attendants' rights, under this Article, shall terminate at the end of five (5) years from the effective date of lay-off or the voluntary acceptance of severance in accordance with Article 11.04(d), and the Flight Attendant shall be deemed severed from the employ of the Company, unless re-employed with the Company within this period.

11.11 Should the services of a Flight Attendant who has completed one (1) year of employment be terminated due to technological change, base closure, complete company closure, or for medical reasons, the Flight Attendant will be entitled to a severance package equivalent to two (2) weeks' pay per year of company service or pro-ration thereof. This amount will satisfy any requirements for severance

payments provided for under the Canada Labour Code.

**ARTICLE 12
RECALL**

12.01 A Flight Attendant holding laid-off status shall be notified by the Company by registered mail or Commercial Courier Service to the last address filed with the Manager ~~In-Flight~~ Service of every available assignment at every base. Such notice(s) shall be copied to the Union.

12.02 A Flight Attendant may decline to accept a temporary vacancy. A Flight Attendant, who accepts a temporary vacancy, will retain the right to receive recall notice to any permanent vacancy, which may arise. A Flight Attendant, who declines a temporary vacancy, will retain the right to receive recall notice to any vacancy which may arise.

12.03

.01 A Flight Attendant recalled to a permanent vacancy at his/her own base must accept the recall within the time limits stipulated hereunder. A Flight Attendant, who fails to respond to a recall under this Article or who rejects permanent vacancy at his/her base, shall have his/her name removed from the seniority list and thereafter shall be deemed to have resigned.

.02 A Flight Attendant on laid-off status, who is willing to accept a vacancy at another base, must file a Statement of Preference in accordance with Article 13.03.

.03 If any Flight Attendant accepts a temporary assignment at other than his/her base, he/she shall be returned to his/her base (last point of permanent assignment) upon completion or termination of the assignment.

12.04

.01 A Flight Attendant, who is notified of an available vacancy must advise the Company official specified in the notice within seven (7) days (exclusive of Saturday, Sunday and General Holidays) from the date that the notice is delivered at the Flight Attendant's last known address, of his/her intention to accept or reject the vacancy.

.02 Failure to notify the Company within the stipulated time limits will be considered a rejection of the assignment.

12.05 A Flight Attendant who accepts a recall **or** a vacancy pursuant to 12.03.02 shall be allowed a minimum of fourteen (**14**) days from the date the recall is confirmed or the vacancy is awarded to report for duty at the designated base. The fourteen (14) day period may be reduced **or** extended by agreement between the Company and the Flight Attendant.

12.06 A Flight Attendant who accepts a permanent vacancy will not be permitted to reverse his/her decision. A Flight Attendant who accepts a temporary vacancy will not be permitted to reverse his/her decision, except under extenuating circumstances.

12.07 The Company shall not hire any new Flight Attendants until all Flight Attendants on laid-off status have been offered an opportunity to accept re-employment under the provisions of this Article.

12.08 A Flight Attendant's rights, under this Article, shall terminate at the end of five (**5**) years from the effective date of the lay-off, and the Flight Attendant shall be deemed severed from the employ of the Company unless re-employed with the Company within this period.

12.09 Any Flight Attendant recalled to a permanent position will be guaranteed a minimum of two (2) months' of work.

ARTICLE 13 FILLING OF BASE VACANCIES

13.01 The Company will determine if a vacancy is required to be filled at a base. When there is a vacancy to be filled at a base or a new base is opened (either temporary **or** permanent) the Company shall determine if the vacancy is:

- (a) Short term vacancy, less than one month,
- (b) Temporary vacancy, a known absence greater than (a) above, but less than six (**6**) months, or
- (c) Permanent vacancy, six (6) months **or** more.

EXCEPTIONS: Notwithstanding (b) above, all vacancies resulting from the absence of a Flight At-

tendant due to leaves of absence or maternity/child care leave shall be considered a temporary vacancy. In addition vacancies to meet increased staffing re-

- (a) in order of seniority to Flight Attendants with a statement of preference for that base regardless of status.
- (b) a Flight Attendant who bids a vacancy

- (b) Whether he/she will accept a permanent or temporary vacancy, or both; and
- (c) The date on which such statement is to come into effect.

The Company will acknowledge in writing to the Flight Attendant, the receipt of their Statement of Preference for a vacancy.

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

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

13.05

01 Statements of Preference may be withdrawn and subsequently re-instated at anytime as outlined in .02 below.

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

- (a) until withdrawn by the Flight Attendant, or
- (b) until refused as provided in Article 13.06 below, or
- (c) until actioned by the Company and accepted by the Flight Attendant.

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

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

the date of refusal unless mutually agreed by the Company and the Flight Attendant.

13.07 The Company shall compile at each base an up-to-date list of all Flight Attendants who have Statements of Preference on file. This list shall include in each case the base at which the Flight Attendant is presently located and the base or bases desired on the Statements of Preference. Each Local Union will have access to such list and Statement of Preference.

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

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

- (a) Location,
- (b) Number and/or type of vacancies available,
- (c) Date of commencement and if temporary, estimated length of vacancy; and,
- (d) Deadline date after which bids will not be accepted. Such date will not be less than seven (7) days (exclusive of Saturdays, Sundays or General Holidays) after the posting of a vacancy notice.

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

13.10

01 A Flight Attendant who has been assigned a short term vacancy or accepts a temporary assignment away from home base shall be reimbursed for living expenses in accordance with Article 6 (accommodation, meal allowance and layover expenses). A Flight Attendant will also receive a telephone allowance of fifteen dollars (\$15.00) per week or the equivalent of one (1) fifteen (15) minute phone call per week, whichever is greater, for the duration of the temporary position.

For Flight Attendants who are assigned short term or temporary transfers under Article

12.02 of the Agreement, the Company will grant, upon request, positive space passes to their domicile within Canada.

A Flight Attendant on a temporary position at another base upon request will be provided with positive space passes on Company routes to his/her home base during days off. The reimbursement for living expenses will only continue on days off if the Flight Attendant remains at the temporary base on his/her days off.

- .02 If a temporary vacancy remains in effect in excess of six (6) months, and it is apparent it will become permanent it shall be filled in accordance with Article 13.02.03.
- .03 A Flight Attendant who accepts a temporary vacancy at other than his/her base, shall be returned to his/her base (last point of permanent assignment) at the termination of the vacancy.

13.11 A Flight Attendant shall be allowed a reasonable period between the times he/she is relieved of his/her duties and the time he/she is required to report at the new location. Such time shall be established in advance and have regard to the means of travel.

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

13.12 Mutual Base Exchange – two or more Flight Attendants who have completed their probationary period and who have filed a Statement of Preference will be allowed to exchange bases subject to Company approval and seniority, on a mutual exchange

basis. All costs associated with such an exchange will be borne by the Flight Attendant(s) involved. Such exchange(s) will not create or fill a vacancy and will not be unreasonably withheld.

13.13 Flight Attendants who, in accordance with Article 6.02, require time to establish a new domicile shall be allowed five (5), of the seven (7), consecutive days at the minimum duty day credit. Such days are to be utilized within twenty-four (24) calendar months of the effective date of transfer.

ARTICLE 14 VACATIONS

14.01 For the purpose of calculating and recording annual vacations a "vacation year" has been established. The year begins January 1st and ends December 31st. Annual Vacation will be earned and taken in the same year as one works. Current Concept.

14.02 Vacation Entitlement - length of Service with the Company for paid vacation entitlement progression will not be retarded for any reason except as provided for in this agreement.

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

1st Anniversary year:	Proration of fourteen (14) days as per Article 14.03.
2nd Anniversary Years:	Fourteen (14) calendar days or four percent (4%) of gross income, whichever is greater.
3rd to 5th Anniversary Years:	Twenty-one (21) calendar days or six percent (6%) of gross income, whichever is greater.
6th to 9th Anniversary Years:	Twenty-eight (28) calendar days or eight percent (8%) of gross income, whichever is greater.

6th to 9th Anniversary Years: Twenty-eight (28) calendar days or six percent (6%) of gross income, whichever is greater.

10th and over: Thirty-five (35) calendar days or ten percent (10%) of gross income, whichever is greater.

10th and over: Thirty-five (35) calendar days or six percent (6%) of gross income whichever is greater.

14.03

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

Number of Days **X** Article 14.02
on the Payroll Service Entitlement

Equals: Vacation Entitlement Rounded Up
365

.02 .01 Time off duty on account of illness and non-occupational injury not exceeding ninety (90) calendar days in a vacation year shall be included in the computation of service for vacation purposes.

.02 Time off duty on account of injuries as covered by Workers' Compensation Board of each Province shall be included in the computation of service for vacation purposes.

14.04 General Holidays

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

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

A Flight Attendant will be entitled to general holidays as noted above, if he/she was on the payroll at the time of the general holidays.

In the event that a Flight Attendant wishes to be paid out financially for general holidays, he/she may do so via written request to Crew Planning.

Note: Flight Attendants who are scheduled to, and work, on Christmas Day will be paid at double (2x) time.

14.05

.01 Vacation and general holiday periods shall be taken in the vacation year in which the vacation and general holiday entitlement is earned.

.02 .01 A Flight Attendant who is unable to take his/her vacation as awarded as a result of being on laid-off status at the time when such vacation or general holiday period(s) are scheduled shall be given:

- (a) A choice of either taking pay in lieu of vacation or general holiday period(s) at the commencement of lay-off or at any time during the lay-off upon application to the Manager, In-flight Service;
- (b) A new vacation or general holiday award if recalled on or before November 1, subject to the availability of vacation or general holiday period(s) at the base and the requirements of service;
- (c) Notwithstanding the above; the Company shall have the right to pay a Flight Attendant in lieu of vacation or general holiday period(s) if such Flight Attendant is not recalled before December 31st of any year.

.02 Credits

- (a) Laid-off Flight Attendants who take pay in lieu of vacation as per 14.05.02.01(a) shall be paid two per-

cent (2%) of their total wages earned during the period to which the entitlement applies for each week of vacation and general holidays due, pro-rated for a part month

- (b) Flight Attendants who do not take pay in lieu of vacation in accordance with Article 14.05.02.02 (a) but elect to take vacation on return to duty will be paid in accordance with Article 14.08.

.03 A Flight Attendant who is unable to commence his/her awarded vacation or general holiday period(s) due to illness or injury, or jury/witness duty, shall bid and be awarded available open vacation as set down herein. However, if the Flight Attendant does not return to duty on or before December 31st of any year the Company shall have the right to pay such Flight Attendant in lieu of vacation or general holiday period(s) awarded for that year.

.04 A Flight Attendant who takes a parental leave pursuant to Article 15 may request his/her outstanding vacation and general holiday period be changed in accordance with Article 15.10.

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

.06 Vacation and general holiday periods once awarded may only be altered by a Flight Attendant with the concurrence of the Company.

14.06 Flight Attendants who are entitled to annual vacation as determined by Article 14.02 and general holidays as determined by Article 14.04 may split the actual entitlement as follows:

.05 All awards will be posted by November 1st, unless a mutually agreed delay is arranged. All awards shall be considered final on November 15th.

- .06 All vacation cancellations within the current bid period shall be filled in accordance with article 14.07.07. All vacation cancellations in the next or subsequent bid periods shall be included in the following month's bid package and awarded in order of seniority.
- .07 In the event that the Company determines that additional vacation periods are available during the vacation year, a Flight Attendant may indicate his/her desire to change his/her vacation award. A Flight Attendant may express such vacation reassignment preference by submitting a vacation reassignment bid at any time after the initial awards. Available vacation periods shall be awarded in accordance with seniority.
- .08 Flight Attendants transferring to a new base will retain the vacation/general holiday date(s) originally awarded to them if available at the new base. Where a change of date(s) is necessary, the Flight Attendant will be allowed to rebid, and the Company will confirm the new vacation date(s) within thirty (30) days from the effective date of transfer.
- .09 All vacation periods shall commence at 00:01 and end at 23:59 but shall not be subject to home base crew rest. They shall be free of all duty, including WDO's. The exception being Flight Attendants required for Union Committee responsibilities at their own discretion: In these circumstances the Flight Attendant and the Company shall agree on alternate vacation days. Vacation periods lost for Union committee responsibilities not at the Company's request will not be compensated by the Company.
- .10 When bidding for vacation entitlement Flight Attendants must ensure they include a broad "date range" as this provides alternates if the specific dates are not available. This prevents a Flight Attendant from not being awarded any dates as a result of being too specific and not allowing a broad enough window. Bids may not be awarded exactly, however, you should receive your dates requested as close to your specific bid request as possible.

Flight Attendants should ensure they provide a "minimum number of days" which also provides flexibility. If a Flight Attendant does not provide a minimum number of days that they will accept, they may not be awarded any of the vacation requested, i.e. if a Flight Attendant requests fourteen (14) days and only thirteen (13) are available then none of this request can be awarded.

- .11 A Flight Attendant may bid **up** to a maximum of two (2) guaranteed days off in conjunction with scheduled vacation periods. These guaranteed days off will take precedence over requests of Flight Attendants more senior who do not have any vacation **or** statutory holidays in the bid period.
- .12 Flight Attendants may elect to bid any portion of accrued general holiday entitlement with their annual vacation bid, however, vacation and general holidays shall be bid separately. Vacation shall be bid in its entirety by seniority. Once all vacation bids have been awarded, Flight Attendants may bid, by seniority, their general holiday entitlement.

14.08 Credits

During the vacation and general holiday periods, a Flight Attendant shall be credited for pay and limitation purposes as follows:

For monthly blocks: Two (2) hours and fifty (50) minutes per day for pay and flight time limitations.

14.09 General Holidays

- .01 Flight Attendants will earn credit for general holidays in accordance with the Collective Agreement.
- .02 The flight credit earned in (1) above will be placed in the Flight Attendant's time bank.
- .03 "he Flight Attendant may request general holiday time off in three (3) ways:
 - (a) All general holidays bid as per section 14.07.12 will be converted by using the following formula: forty (40) hours divided by daily standard credit; **or**,

- (b) The Flight Attendant may request time off in advance of the blocks being published. The Flight Attendant should request four (4) credit hours off for each calendar day of time off desired; or,
 - (c) The Flight Attendant may request time off after publication of the blocks by requesting specific days off. The amount debited from his/her general holiday bank will depend on the credit taken off, i.e. a request for a six credit (6) days off will result in a debit to his/her bank of a value equal to six (6) credit hours.
- .04 Once the general holiday is awarded the credit value will be deducted from the bank.
- .05 In the event that a Flight Attendant wishes to be paid out financially rather than in time off, the Company will do so upon receiving written request from the Flight Attendant.

ARTICLE 15 LEAVES OF ABSENCE

15.01 Discretionary Leaves of Absence

When the requirements of service permit, a Flight Attendant may, upon written request, be granted a Leave of Absence for a period not in excess of two (2) years. Requests received prior to the first day of the month preceding the block period will be considered in order of seniority within the classification. Leaves of Absence will be approved in writing not later than the date the pairings are published. It is understood that a request for a compassionate Leave of Absence, which occurs during the block month, may be granted, although other request(s) pursuant to this Article have been refused. It is further understood that requests for Leaves of Absence which become available during the block period or were available, but not requested prior to the first day of the preceding month will be granted in order of receipt, except that request(s) received on the same day will be considered in order of seniority.

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

15.02 Flight Attendants who have been granted a Leave of Absence pursuant to Article 15.01 will continue to accrue seniority during such periods of approved leave.

Salary progression will be retarded and vacation entitlement pro-rated after six (6) months.

15.03

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

.02 A Flight Attendant returning from extended sick leave must have been declared fit by a medical officer before returning to line duty. A Flight Attendant will not suffer any loss in pay pending the completion of any Transport Canada Required Training.

15.04 INTENTIONALLY LEFT BLANK

15.05

.01 Prior to operating as a Flight Attendant, he/she must pass the Emergency Procedures Training Examinations, if his/her qualifications have lapsed. The Company will provide such training as soon as practical following notice of the Flight Attendant's intent to return to duty. In order to prevent loss of pay a Flight Attendant may voluntarily take his/her emergency procedures training during his/her leave of absence.

.02 A Flight Attendant who voluntarily elects to take Transport Canada required training during a leave of absence will be credited with the total time involved for training and will be paid upon return to work. There will be no pay for travel to or from such training.

15.06 Flight Attendants on leave of absence from the Company must not engage in other gainful employment without prior written permission from the Company and the Union, provided that the leave of absence can be granted in accordance with Article 15.01. Applications to engage in gainful employment will not be unreasonably withheld. Flight Atten-

dants who engage in employment contrary to the intent of this Article, may be terminated.

15.07 In the event of a national emergency a Flight Attendant granted Leave of Absence for the purpose of serving in the Canadian Armed Forces **or** for the purpose of engaging in essential war work with the Government **or** other employer shall be governed by the provisions of the re-instatement in Civil Employment Regulations, as amended **or** other applicable law. Such Flight Attendant shall retain and continue to accrue seniority and service for pay purposes during such absence.

15.08 A Flight Attendant returning from leave of absence shall be re-instated at his/her base in accordance with the seniority and other related provisions of this Agreement.

15.09 In the event a discretionary leave of absence must be rescinded the Company will provide four (4) weeks written recall to duty. It shall be the responsibility of the Flight Attendant to provide an up-to-date address and telephone number to the Company during the period of the discretionary leave.

15.10 Leave for Employees With Child Care Responsibilities

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

.01 Where a Flight Attendant provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant, she shall be granted a leave of absence from employment which shall commence on the date specified by the employee and end not later than seventeen (17) weeks following the actual day of her confinement. In accordance with Article 15.10.06.01 and 15.10.06.02, the Company reserves the right to require an employee who elects to continue flying while pregnant to provide, every two weeks, the Company Medical Officer with a certificate from her personal physician stating that she is fit to perform flight duty. This leave will be extended at the Flight Attendant's request for a further three (3) months without pay.

.02 Subject to Article 15.10.03, where a Flight At-

.04 Every Flight Attendant who intends to take a Leave of Absence from employment under Article 15.10.01 and 15.10.02 shall:

- (a) Give at least four (4) weeks notice, in writing, to the employer unless there is a valid reason why such notice cannot be given; and
 - (b) Inform the employer in writing of the length of leave intended to be taken.
- .05 Every Flight Attendant who intends to take or is on leave of absence from employment under Article 15.10 shall give at least four (4) weeks notice in writing to the employer of any change in the length of leave intended to be taken unless there is a valid reason why such notice cannot be given.
- .06 Subject to Article 15.10.06.01, no employer shall require a Flight Attendant to take a leave of absence from employment because the Flight Attendant is pregnant.
- .01 **An** employer may require a pregnant Flight Attendant to take a Leave of Absence from employment, if the Flight Attendant is unable to perform an essential function of her job and no appropriate alternative mutually agreed upon job, is available for that Flight Attendant.
- .02 A pregnant Flight Attendant, who is unable to perform an essential function of her job and for whom no appropriate alternative mutually agreed upon job is available, may be required to take a leave of absence from employment, only for such time as she is unable to perform that essential function.
- .03 The burden of proving that a pregnant Flight Attendant is unable to perform an essential function of her job rests with the employer.
- .07 Every Flight Attendant, who intends to or is required to take a Leave of Absence from employment under Article 15.10, upon written request, shall be informed, in writing, of every employment, promotion or training opportunity that arises during the period when the Flight Attendant is on Leave of Absence from employment and for which the Flight Attendant is qualified.

- .08 Every Flight Attendant, who takes or is required to take a Leave of Absence from employment under Article 15.10, shall be reinstated to the classification and the base that the Flight Attendant occupied when the Leave of Absence commenced. The Flight Attendant shall receive all increases in wages and benefits to which the Flight Attendant would have otherwise been entitled.
- .09 .01 The Health and Disability Benefits of any Flight Attendant, who takes or is required to take a leave of absence from employment under Article 15.10, shall accumulate during the period of the leave for a maximum of seventeen (17) weeks under the provisions of either 15.10.01 (a) or (b) and a maximum of thirty-five (35) weeks under the provisions of Article 15.10.02.
- .02 Where a monetary contribution is normally required of a Flight Attendant for the Flight Attendant to be entitled to a benefit referred to in Article 15.10.09.01, the Flight Attendant will provide the Company with post-dated cheques for the full applicable costs of the benefits.
- .03 Where a Flight Attendant exceeds seventeen (17) weeks of leave under the provisions of 15.10.01 (a), he/she may elect to maintain his/her Health and Disability Benefits, provided that he/she provides the Company with post-dated cheques for the full applicable cost of the benefits for the period in excess of seventeen (17) weeks.
- .04 For the purposes of calculating the Health and Disability Benefits of a Flight Attendant, who fails to pay the monetary contribution required by Article 15.10.09.02 employment on the Flight Attendant's return to work, shall be deemed to be continuous with employment before his/her absence.
- .05 For the purposes of calculating benefits of a Flight Attendant, who takes or is required to take a leave of absence from employment under this Article, other than benefits referred to in Article 15.10.09.04,

employment on the Flight Attendant's return to work, shall be deemed to be continuous with employment before his/her absence.

- .10 Notwithstanding the above, a Flight Attendant may request all previous year earned vacation that was scheduled within the period of the leave and all statutory holidays and carry-over days off owed, be taken either at the commencement or end of Childcare Leave. This request will be granted, provided that notice is given in accordance with 15.10.05 above and is subject to operational requirements if subsequently changed. A Flight Attendant shall not be permitted to carry over into the following vacation year any of the aforementioned outstanding time off.
- .11 The Company shall not dismiss, suspend, lay-off, demote or discipline a Flight Attendant because the Flight Attendant is pregnant or has applied for leave of absence in accordance with Article 15.10 or take into account the pregnancy of a Flight Attendant or the intention of a Flight Attendant to take Leave of Absence from employment under Article 15.10 in any decision to promote or train the Flight Attendant.
- .12 Additional Child Care Leave
- (a) A leave of absence up to two (2) years, without pay, commencing upon the expiration of the leaves specified in 15.10.01 and .02 will be granted to a Flight Attendant, upon written request, when his/her health or that of his/her child requires it. The Company requires a written request be accompanied by a certificate of a qualified medical practitioner.
- (b) A Flight Attendant who has completed *six* (6) months of continuous employment and who has under the laws of the Province adopted a child, shall be granted a leave of absence without compensation of a maximum of twenty-four (24) weeks beginning at the Flight Attendant's option.
- .13 The seniority of such Flight Attendant shall

continue to accrue for the entire duration of any leaves taken under the provision of Article 15.10.

15.11 Paternity Leave

A Flight Attendant whose partner has given birth will be granted two (2) days of paid paternity leave at the time of birth of his/her child or on the date when the child is brought home. For any additional time lost from a blocked pairing as a result of this clause, the Flight Attendant will stand reserve and his/her pay will be protected. Should a Flight Attendant choose not to stand reserve, the additional time lost will be without pay.

15.12 Compassionate and Bereavement Leave

.01 Bereavement Leave

If the Company is informed of a death occurring in the immediate family of a Flight Attendant on duty, the Company will immediately request the Flight Attendant concerned to contact his/her family without providing an explanation.

Flight Attendants will be granted Bereavement Leave in accordance with the following:

- (a) When there is a death of their partner, parent or step-parent, and child or step-child all Flight Attendants shall be granted a leave of seven (7) calendar days commencing on the day immediately following the day of death or notification of death whichever comes later. Scheduled working days falling within this period will be treated as paid days of leave.
- (b) When there is a death of a member of the immediate family (for the purposes of this article immediate family means: sisters, brothers, sisters-in-law, brothers-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, parents-in-law, legal guardian or any relative permanently residing in the employee's household or with whom the Flight Attendant resides) all Flight Attendants shall be granted a leave of five (5) calendar days commencing on the day immediately following the day of death or notification of death whichever

comes later. Scheduled working days falling within this period will be treated as paid days of leave.

- (c) In the case of the death **of** any other relative, Flight Attendants are entitled to one **(1)** working day with pay which may be taken on the day of the funeral or on the day immediately following the day of death.
- (d) One **(1)** additional day with pay shall be allowed for out of town travel in excess of two hundred **(200)** kilometers. Two **(2)** additional days without pay shall be granted upon advisement to the Company.
- (e) For any additional time lost from a blocked pairing as a result of the applications of this Article, a Flight Attendant shall stand reserve and his/her pay will be protected. Should a Flight Attendant choose not to stand reserve, the additional leave will be without pay.
- (f) Extended leaves of absence for compassionate purposes will be seriously considered and given preference over other leave requests. The Flight Attendant will continue to retain and accrue seniority.
- (g) Pass travel **for** bereavement purposes will be as per Company policy.

.02 Compassionate Leave

- (a) Up to three **(3)** consecutive days with pay may be granted for any emergency situation, which the Company considers to be legitimate compassionate grounds. Any such leave over three **(3)** days necessitated by distance of travel or granted for any other reason considered by the Regional Manager, In-flight Service to be valid shall be without pay. Time bank may be used at the Flight Attendant's request,
- (b) For any additional time lost from a blocked pairing as a result of the applications **of** this Article, a Flight Attendant shall stand reserve and his/her pay will be protected.
- (c) Extended leaves of absence for compassionate purposes will be seriously considered and given

preference over other leave requests. The Flight Attendant will continue to retain and accrue seniority.

- (d) Additional Company unpaid compassionate leaves may be granted by the Company. In special circumstances the Company may grant leave with pay.

15.13 Marriage Leave

- (a) The Company shall grant, upon written request from the Flight Attendant, **up** to five (5) consecutive days off, for an employee to attend his/her own wedding. It is understood that these days off will be part of the minimum monthly guaranteed days off.
- (b) A Flight Attendant shall be granted a leave of absence without pay to attend the wedding of a member of their immediate family, subject to operational requirements.

15.14 Jury Duty – Witness Duty

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

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

- (c) On receipt of payment from the court for such duties, the Flight Attendant must provide the Company with a statement from the court, indicating payment received for each day or part day served (excluding monies allowed by

the Court specifically for meals, travel and other such expenses).

- (d) The Flight Attendant's paycheque will be reduced by an amount equal to that received from the Court (excluding monies allowed by the Court specifically for meals, travel and other such expenses).
- (e) Time off to attend these proceedings shall be without loss of seniority.

15.15 Committee Leave

The Company agrees to meet with the following committees no less than two (2) times per year, or at the additional request of either party.

Flight Attendants shall bid for committee work utilizing the appropriate bidding codes and shall receive the hourly meal allowance in accordance with Article 6.03. In the event the Company requires members of these committees to report for duty away from their home base all applicable expenses shall apply.

.01 Leave for Scheduling Committee

The Company agrees to grant Union leave with pay at each base for members of the blocking committee each block month as required for the period as agreed by the joint blocking committee for the purpose of block construction and awarding.

.02 Leave for the Health and Safety Committee

Subject to operational requirements and in accordance with Article 21.04 Health and Safety, the Company shall grant Union leave with pay for all Union Health and Safety representatives.

.03 Leave for the Uniform Committee

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

.02 The Union's Uniform Committee shall be comprised of five (5) representatives chosen by the Union.

.04 Leave for the Hotel Committee

.01 Subject to reasonable operational requirements, the Company shall grant leave for

all Union representatives with pay on the Hotel Committee to perform the necessary duties approved by management.

- .02 The Union's Hotel Committee shall be comprised of five (5) representatives chosen by the Union.
- .05 Leave for Union Bargaining Committee
 - .01 The Company agrees to grant Union leave with pay for members of the Union bargaining committee as required for the purposes of contract bargaining sessions, and three (3) days for contract ratification meetings.
 - .02 The Union bargaining committee shall be comprised of one (1) Flight Attendant representative from each Flight Attendant base chosen by the Union.

15.16 Union Leave

The Company shall allow time off without pay to any Flight Attendant who is serving on a Union Committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business. Employees of the Company who become employed by a Local Union shall accrue and retain seniority with the Company.

15.17 Benefit While On Leave

- .01 Flight Attendants shall continue to receive Company pass benefits while on leaves of absence subject to Company policy.
- .02 The Company will when requested provide members of the Union Negotiating Committee with pass privileges over the Company's system when required to travel to or from negotiations.

**ARTICLE 16
SICK LEAVE**

16.01 The Parties to this Agreement acknowledge that the sick leave plan provided for in this Article is intended solely to protect Flight Attendants in the event of sickness or injury, however, up to fifteen (15) hours per year may be utilized for personal family care credits. Sick leave credits will be expressed in terms of flying hours.

16.02 On the first day of the month following completion of three (3) full months of service with the Company, each Flight Attendant will be credited with five (5) hours for each full month of service to a maximum of one hundred and twenty (120) hours.

16.03 Utilization of sick leave credits will be limited to a period of seven (7) consecutive calendar days commencing with the first scheduled work day on any one (1) occasion of sickness or non-occupational injury. Upon notification to the Company, the Flight Attendant may continue utilizing sick leave credits to a maximum of fourteen (14) days.

16.04 When a Flight Attendant becomes ill for all or any portion of a scheduled day he/she will be paid and utilize actual credit hours missed from his/her sick leave entitlement providing he/she has sufficient accumulated sick leave for pay purposes and flight time limitations in accordance with article 5.08 Credits – Sick Leave. It is the responsibility of a Flight Attendant to immediately notify his department supervisor of absence due to illness. If there is no notification, absence may be considered absent without pay.

16.05 A Flight Attendant may use credits banked as overtime or stats to replenish his/her sick leave bank.

16.06 A medical doctor's certificate at Company expense may be required for any period of sickness for which pay has been granted. The Company will not exercise this right unreasonably.

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

16.07 Away From Home Base:

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

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

16.08 When a Flight Attendant is transferred to non-flying duties with the Company on account of physical incapacity because of sickness or injury or becomes sick or injured while on such non-flying duty, he/she shall retain his/her seniority during such period of sickness or injury until he/she is able to return to flying duty or is found to be unfit for such duty. A Flight Attendant shall accrue seniority while assigned to such non-flying duties, provided such assignment is in accordance with the duty to accommodate.

16.09 Medical Examinations

.01 Except in accordance with Article 16.07 or in accordance with .03 below, no Flight Attendant shall be required to be examined by or to consult with any medical doctor or other medical practitioner without the Flight Attendant's consent.

- .02 When the Company has reason to be concerned about the health of a Flight Attendant, he/she shall be notified in writing of the specific nature of such concerns.
- .03 Following notification described in .02 above, the Flight Attendant 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 Flight Attendant's physical condition to the Company Medical Officer.
- .04 Should the Company Medical Officer not be satisfied that the Flight Attendant is fit for duties, the Flight Attendant may be requested to submit to a second physical examination by the Company Medical Officer or may choose an alternative Aviation Medical Examiner who is mutually agreed upon by the Company and the Flight Attendant. Should these two medical doctors be in agreement with the Flight Attendant's fitness for duty, then the matter shall be closed.
- .05 Should the examination described in .04 above be inconclusive or conflicting, he/she may be requested to submit to a third physical examination by a medical specialist, mutually agreeable to the two (2) doctors whose findings shall be deemed to be conclusive.
- .06 All costs for all examinations and reports required under this Article shall be borne by the Company. Should the Flight Attendant be removed from any flight duties to attend any examinations subject to this Article, he/she shall suffer no loss in pay.
- .07 All examination results and records shall be kept strictly confidential and no medical information other than a statement as to the Flight Attendant's fitness for duty or lack thereof shall be given to any person other than the Company Medical Officer.

**ARTICLE 17
TECHNOLOGICAL CHANGE**

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

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

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

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

17.04 The Company further agrees that when Flight Attendant(s) are affected by technological change in accordance with this Article, they will be offered positions outside the scope of this Agreement within the Company. Such positions will be subject to available vacancies occurring within one (1) year from the date that notice was given.

.01 Selection for position vacancies will be subject to the Flight Attendant(s) meeting the qualifications and having the abilities to fill such vacancy(ies). Provided that qualifications and abilities are equal, seniority as per Article 8 of this Agreement shall prevail.

17.05 A Flight Attendant who fills a vacancy, which is under the jurisdiction of another bargaining unit, shall be subject to the terms and conditions as provided in the individual Collective Agreement. A Flight Attendant who fills a vacancy in a non-bargaining unit position shall be subject to the terms and conditions under Company Policy.

17.06 The Company agrees to meaningfully consult with the Union, within thirty (30) days of the filing of the notice specified in Article 17.02, to assist Flight Attendants affected by technological change to adjust to the effects thereof. Such consultation shall be made through the existing process at the Labour Management Committee level.

17.07 If any dispute arises between the Parties in relation to technological change, the matter shall be subject to grievance in accordance with Article 20 commencing at Step 3.

ARTICLE 18 UNIFORMS

18.01 Flight Attendants shall wear standard uniforms in such manner as prescribed in Company regulations at all times while on duty. Any uniform considered by the Company will be conservative in appearance, so as not to interfere with the safety and dignity of the Flight Attendant.

18.02 A uniform committee shall be chosen, by the Union, to consult with the Company, prior to the purchase of new or replacement uniforms and components as to the selection of colour, style and quality.

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

It is agreed by the Company and the Union that the uniform committee as outlined in this Article, will adhere to the following guidelines:

- .01 That the designated representative shall be flight released when operational requirements permit for union committee meetings; and
- .02 Every effort will be made by the Company to ensure that the initial fittings/measurements for new uniforms will be done at home base: If the Flight Attendant must be away from home base for his/her fitting, this will be done on a working day with no loss of pay to the Flight Attendant.

18.03

- .01 The cost of the initial uniform items will be shared equally between the Company and the Flight Attendant. When a change in design or colour of a uniform item or accessory is implemented by the Company, the Company shall pay the full cost of the mandatory components for the initial issue.

- .02 Company personal identification pin and apron (as requested) will be paid one hundred percent (100%) by the Company and shall be worn to conform to Company uniform standards. Flight Attendants may choose not to have their name on the brevet **or** their name utilized in onboard passenger announcements.
- .03 Uniform items which are optional **or** in addition to the basic uniform as specified in Article 18.04 will **be** paid one hundred (100%) percent by the Flight Attendant.
- .04 The Company will pay one hundred (100%) percent of the cost of any promotional uniform.

Uniform allowance: A uniform account will be established for each Flight Attendant in the amount of three hundred dollars (\$300.00) per year for the purchase of uniform **or** accessories only (Boutique items included). Any unused portion may be carried over to the next year.

18.04

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

Female	Initial Allotment
Jackets	2
Skirts/Slacks/ one-piece dress	Any combination of 4 items
Tapestry Vest (Optional)	1
Blouses	8
Two Piece dress (Optional)	1
Maternity dress/ Jumper (Optional)	Any combination of 2 per pregnancy
Dress scarf	2
Belts	2
All weather coat	1
Winter coat (parka) (Optional)	1
Leather Gloves (Optional)	1

Winter scarf	1
Briefcase	1
Suitcase	1
Purse (Optional)	1
Male	Initial Allotment
Jackets	2
Pants	3
Tapestry Vest (Optional)	2
Shirts	8
All Weather Coat	1
Winter Coat (Parka) (Optional)	1
Belts	2
Suitcase	1
Briefcase	1
Leather Gloves (Optional)	1
Winter Scarf	1
Ties	3

A pregnant Flight Attendant will contact the Uniform supplier directly to order her maternity uniform. The items included in the maternity uniform are as supplied for Air Canada Jazz Inc. These items may be totaled and interchanged for a combination of six (6) pieces.

18.05 If the Company commences northern flying for Flight Attendants where Arctic clothing is required discussions will be held between the Union and the Company with regard to the provision of such clothing by the Company.

18.06 All uniforms shall be purchased from the Company and/or designated uniform supplier.

18.07

.01 The Company shall bear the expense of all necessary uniform fittings and alterations for any new uniform. Fittings and adjustments to the uniforms shall be done at home base on work-days.

.02 Uniform parts which are proven to be damaged either by passengers and/or due to the physical condition of the aircraft shall be repaired or replaced by the Company at no cost to the Flight Attendant. The decision to repair or replace uniform parts rests with the Company. Claims for repairs are to be substantiated by receipts.

18.08 Each Flight Attendant on the active payroll shall receive a uniform cleaning allowance of forty-five dollars (**\$45.00**) per month or portion thereof. This dollar amount shall never be less than that specified for pilots.

Note: June 1, 2002 goes to \$46.12 per month.
June 1, 2003 goes to \$47.28 per month.
June 1, 2004 goes to \$48.46 per month.

- **18.09** Commencing with the pay period following the completion of initial training each Flight Attendant on the active payroll shall receive sixteen dollars and seventy-five cents (**\$16.75**) per month or portion thereof, towards the purchase and maintenance of uniform footwear. If at any time the Company changes the colour of the footwear, the Company will meet with the Union to discuss appropriate allowances for such change.

Note: June 1, 2002 goes to \$17.17 per month.
June 1, 2003 goes to \$17.60 per month.
June 1, 2004 goes to \$18.04 per month.

- **18.10** Flight Attendants will be permitted to wear a Union membership pin on their Company uniform.

18.11 A Flight Attendant who terminates employment shall make no further payments and return the uniform. In any case all corporate identification must be returned.

18.12 Lost Luggage

- .01 A Flight Attendant whose checked baggage is lost while on duty or layover, will submit a claim through the Customer Advocacy Department. If the baggage is not located, the Flight Attendant will be reimbursed up to the Company's maximum liability, based on the estimated replacement costs less depreciation, except uniform items lost, including suitcase, which will be replaced at Company cost.
- .02 When it is evident that crew baggage will not arrive at a layover point and will not arrive prior to the Flight Attendant's departure time the Flight Attendant may claim for reasonable interim expenses, in order to purchase personal amenities and necessary clothing to a maximum of sixty dollars (\$60.00) for the first night

and forty dollars (\$40.00) for each night thereafter until the Flight Attendant returns to their home base.

**ARTICLE 19
OTHER UNION CONTROVERSY**

19.01 The Union agrees that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.

19.02 It shall not be a violation of this Agreement or cause for discharge or discipline of any Flight Attendant in the performance of his/her duties to refuse to cross a legal picket line recognized by the Union.

19.03 During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slowdown or work stoppage or suspension of work either complete or partial for any reason by the Union.

**ARTICLE 20
GRIEVANCE PROCEDURE**

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

Step 1: Any grievance of a Flight Attendant shall first be taken up between such Flight Attendant and the Company's Supervisor. However, such Flight Attendant will be entitled to be accompanied by a Shop Steward of his or her choice or a Union Representative.

Time limit to institute grievance:

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

Step 2: Failing settlement under Step 1, such grievance shall be taken up between the Company's Regional Manager, In-flight and a Shop Steward or Local Union Representative. Except by mutual agreement between the Union and the Company providing for an extension of time Step 2 must be completed with ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

Step 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce his/her grievance to writing stating the Article(s) alleged to have been violated which will be referred to and taken up between two (2) Union representatives selected by the Union and two (2) Company representatives appointed by an Officer of the Company. Such written notice and meeting must take place within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2.

Except by mutual agreement between the Union and the Company providing for an extension of time, Step 3 must be completed within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2,

Step 4: Failing settlement under the above Steps and within fifteen (15) calendar days, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Minister of Labour will be requested to appoint a neutral Arbitrator.

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

The cost of the Arbitrator will be borne

equally by the Union and the Company. Except by mutual agreement between the Union and the Company, where either party requests an adjournment the party requesting the adjournment shall incur the full cost of the arbitration; such agreement will not be unreasonably denied.

20.02 Grievances under this Article may be initiated by any Flight Attendant, a group of Flight Attendants or by the Union.

20.03 Where a Flight Attendant is suspended by the Company pending investigation, the suspension shall be with pay until such time as the Company makes a decision as to appropriate discipline.

ARTICLE 21 OCCUPATIONAL HEALTH AND SAFETY

21.01 The Union and the Company agree to promote safety practices to ensure the safety and health of employees.

21.02 The Company shall provide a work environment and work system, which is in compliance with all applicable laws, by-laws, regulations, and similar instruments including governmental guidelines, which govern anything affecting the health and safety of Flight Attendants. The Company and the Union agree that compliance with such legal requirements is a minimum acceptable standard. Flight Attendants and/or the Union may take recommendations to the Company through the Occupational Health and Safety Committee as to the type of corrective action they feel should be taken on issues affecting the health and safety of Flight Attendants.

21.03

- (a) The Company and the Union shall have joint occupational health and safety committees at each Flight Attendant base made up equally of members of the bargaining unit and members of the management staff which will consist of a minimum of two members, one member of the bargaining unit and one member of management staff. These committees are to be established pursuant to the Canada Labour Code.
- (b) Members of each base committee shall be

selected by the Company and Union respectively to sit for staggered two (2) year terms. Members may sit for more than one (1) term.

- (c) Each committee shall meet monthly or more frequently, as required.
- (d) Each committee shall annually elect their own chairpersons and secretaries, one of whom shall be a member of the bargaining unit and one of whom shall be a member of the management staff.

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

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

ARTICLE 22 HUMAN RIGHTS

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

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

With respect to the provisions of .02 above and specifically as it relates to sexual orientation, the inclusion herein is not intended to override or take

precedence over the policies governing employee benefits and/or privileges, provided such policies comply with the Canadian Human Rights Act. The inclusion of place of residence shall not derogate from the Flight Attendant's normal obligation to be appropriately available for duty.

**ARTICLE 23
MISSING AND INTERNMENT**

Missing, Hijacking, Internment, Hostage or Prisoner of War

23.01 Any Flight Attendant who, while engaged in the Company's operations, is interned, captured, held as hostage or as prisoner of war, shall be paid his/her average monthly salary over the preceding three (3) full months until released. If such Flight Attendant becomes involuntarily missing because of an act of aggression or war, he/she shall be paid his/her average monthly salary over the preceding three (3) full months until proof of his/her death is established, in fact, or until there is reasonable presumption of death, in which event, the Company shall, in addition to the salary, cause to be paid the Group Death Benefits to the beneficiary or beneficiaries designated, in writing, by the Flight Attendant prior to higher disappearance.

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

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

such a written direction. The direction referred to shall be in substantially the following form:

Date: _____

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

\$_____ per month to _____

Name _____

Address _____

as long as living.

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

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

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

Employee's Signature

23.04 Any payments due to the Flight Attendant under this Section which are not covered by a written direction as above requested shall be held by the Company for any such Flight Attendant in an interest bearing account in the Flight Attendant's name. In the event of reasonable presumption of a flight attendant's death, all monies shall be paid to the legal representative of his/her estate.

23.05 Any amounts credited to the account of a Flight Attendant or paid to his/her beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or the estate of the Flight Attendant, even though it shall be established that such payments were made

after the death of the Flight Attendant, nor shall such amounts be a charge against the estate of the employee, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of such employee promptly after its receipt.

23.06 The Flight Attendant shall maintain and continue to accrue seniority for pay purposes during the period in which they are missing, interned, a hostage or prisoner of war, and on returning after such period shall be governed as if he/she had been on a leave of absence under the provisions of Article 15.

23.07 The Company cannot be held liable by any party for any disbursements made under this Section, provided the disbursement was made in good faith in compliance with the above terms.

ARTICLE 24 ORDERS IN WRITING

24.01 All orders to Flight Attendants involving, a change in base stations, Layoffs, recalls, promotions, demotions, suspensions, yearly vacation award and leaves of absence shall be stated in writing with a copy to the Local Union. Flight Attendants shall be given as much advance notice as possible.

24.02 No Flight Attendant or group of Flight Attendants may represent the Union on Union business at meetings with the Company, without proper authorization of the Union.

24.03 The Local Union shall notify the Company, in writing, of the names and positions of its accredited representatives including the Local Union Business Representative, revised when and as appropriate. The Company shall inform the Union, in writing, of the supervisory and management personnel with whom the accredited representatives and the Union Business Representatives shall deal, revised when and as appropriate.

ARTICLE 25 SAVINGS CLAUSE

25.01 Should any part or provision of this

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

25.02 Any matter that is not specifically covered by this Agreement, which may affect employer/employee relationships, may be discussed between the Union representative and the highest officer designated by the Company.

25.03 If legislation is enacted which has an effect on the provisions of this Agreement or on Company policy, which has a detrimental effect on the Flight Attendants covered by this Agreement, the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.

25.04 All Flight Attendant benefits and cost sharing arrangements as provided herein shall not be reduced or changed during the life of this Agreement, without first reaching mutual agreement between the parties.

ARTICLE 26 GENERAL

26.01 Accommodation and Transportation

- .01 The Company will provide Flight Attendants with single hotel accommodation at layover stations that is adequate and comparable to that provided other members of the crew.
- .02 The Company shall consult with the delegated representatives of the Union at bases operating a series of flights into a layover point when establishing or changing hotel accommodation at the layover point.
- .03 In the event that the hotel eating facility is not open the Company shall pay, upon submission of receipts, reasonable transportation costs for the Flight Attendants to alternate meal facilities if there are no meal facilities within ten (10) minutes walk of the hotel.
- .04 All hotels and other accommodation must be clean, safe and in a safe area. All cities will have an alternate hotel(s) designated to ensure

that if the Flight Attendants are required to move hotels for any reason there will be comparable facilities available.

- .05 Accommodation will be provided at a designated Long Lay-over Hotel when the scheduled rest period is in excess of twelve (12) hours provided that it does not increase the cost to the Company. Long Lay-over hotels will be determined by mutual agreement between the Company and the hotel committee.

Note: If due to operational delays, the rest period is reduced to less than twelve (12) hours the Flight Attendant may be required to layover at an Airport Hotel.

- .06 The Hotel Committee will ensure that Flight Attendant hotel rooms are adequately equipped.
- .07 The Company will endeavour to ensure that no Flight Attendant will be required to stay in a smoking room, nor a room on the ground floor.
- .08 Each Flight Attendant away from his/her home base while on flight duty, deadheading, training or other authorized Company service will be provided with his/her own separate, single hotel room or other accommodation at Company expense.
- .09 The Company shall, provide each Flight Attendant with a fact sheet about each hotel or other accommodation, including all known discounts, restaurant hours of operation, and any other pertinent information that becomes known. This information will be updated as information changes.
- .10 The Company will monitor and maintain current information concerning any problems associated with specific hotels or other accommodation and make such information available to the hotel committee every three (3) months, or sooner if the nature of the problems raise a serious question of safety or health. Where any report of significant deterioration in hotel standard, safety or health is reported to the Company, the Company shall investigate such report, communicate the results thereof forthwith to the hotel committee and take immediate appropriate action.

26.02 Company Searches

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

26.03 Change in Ownership/Merger

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

The Company and the Union further agree to enter into discussions relative to the protection of Flight Attendant seniority and other conditions of the Agreement. In the matter of seniority it is understood that Flight Attendants employed by Air Canada Jazz Inc. will be merged with any other Flight Attendant work force with their date of hire with Air Canada Jazz Inc. as their established seniority date. Failing settlement, Part V- Industrial Relations of the Canada Labour Code will apply.

26.04 Crew Rooms/Mail Boxes

The Company undertakes to provide and properly maintain a Flight Attendants' Crew Room at all crew bases. A Flight Attendant Mail Box will be provided for each Flight Attendant at the Flight Attendant's home base. There will be no expectation that Flight Attendants carry Company mail and/or aircraft supplies from base to base in the course of their duties, except for supplies required to perform their duties (i.e. manuals and surveys). Members of the Scheduling Committee who volunteer to return to their home bases with monthly schedules will be permitted to do so. If the member transits another Company base on their way home, they may also volunteer to distribute that base's schedules.

26.05 Flight Attendant Files

- .01 Files shall be maintained for each Flight Attendant in the employ of the Company and shall contain all records and reports involving the Flight Attendant's work performance. A Flight Attendant and the Local Union will be advised of any disciplinary document placed on his/her file(s) by copy of such document within seven (7) days of the date that the aforesaid document is deposited in the Flight Attendant's file. Commendation letters placed on the employee's file will be copied to the employee.
- .02 Where a formal assessment of a Flight Attendant's performance is carried out, the Flight Attendant shall be given sufficient opportunity to read, review and discuss the assessment. Formal performance assessments will be signed by the Flight Attendant which signature shall only acknowledge completion of the assessment, not concurrence or rejection. All in-flight assessments shall be signed by the Flight Attendant immediately following the de-briefing. The de-briefing will take place within five (5) days of the in-flight assessment.
- .03 A minimum of twenty-four (24) hours notice shall be given to a Flight Attendant prior to any scheduled in-flight assessment or disciplinary meeting. Such meetings to be scheduled during the Flight Attendant's scheduled working hours unless mutually agreed to meet at another time. In addition, the Flight Attendant shall be apprised of the purpose of the meeting at the same time he/she is provided notice of the meeting.
- .04 A Flight Attendant who is the subject of a complaint letter which the Company is investigating will be provided with a copy of the relevant portion of the complaint and shall have the right to comment in writing on any adverse allegations therein. Should the complaint be placed on the Flight Attendant's file(s), the Flight Attendant's response shall also be placed on the file(s).
- .05 Upon reasonable notice to the Company, a Flight Attendant accompanied by a Union rep-

representative, if he/she so desires, shall be permitted to review his/her file or copies of specifically requested materials at his/her home base in the presence of a supervisor. Such meeting shall take place at a time mutually agreed to by the parties. Upon reviewing his/her file a Flight Attendant may request and shall receive a copy of any document or letter contained in the file.

.06 Letters of reprimand or discipline that are two (2) or more years old will not be considered in any assessment of a Flight Attendant record and will be removed.

.07 All complaints on a Flight Attendant's file(s) which are more than one (1) year old will not be considered and will be removed from the file(s).

26.06 Loss of Company Property

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

26.07 New Bases

Whenever the Company establishes a new crew base covered by this Collective Agreement, it will announce its decision and the expected time of activation of such new base to the Union at least thirty (30) days prior to any such action.

26.08 New Equipment

Upon the introduction of a new type of aircraft, the Company shall meet with the Union to discuss pay and working conditions. Conferences shall begin within thirty (30) days following request by either Party, unless otherwise mutually agreed. Failure by the Parties to agree on said wages and conditions shall cause the matter to be referred to and taken up at Step 3 of the Grievance Procedure.

26.09 New Services

When the Company introduces a new class of service (i.e. First Class) in addition to existing classes, discussions will be initiated with the Union regarding the wages and working conditions applicable to that service. Failure by the parties to agree on said wages and conditions shall cause the matter to be referred to and taken up at Step 3 of the Grievance Procedure.

26.10 New Classifications

Where the Company establishes a new Flight At-

tendant classification, the appropriate classification wage rates and progressions shall be negotiated. Failure by the parties to agree on said wages and conditions shall cause the matter to be referred to and taken up at Step 3 of the Grievance Procedure.

26.11 Travel Documents

The Company shall pay **full** costs of Company requested Visas, passports, medical fees, inoculations, etc., for Flight Attendants on Company business.

26.11 Travel Documents

The Flight Attendant shall pay **for the cost of** their passports if needed for Company **business**.

26.12 Employee I.D. Cards

Flight Attendants shall be provided at the Company's expense an Air Canada **Jazz** Inc. employee Identity Card, plastic sealed and showing portrait, date of employment, employee number and signature. This card shall be re-issued as per Company policy.

26.13 Grooming

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

Light grooming duties are defined as the following:

- (a) Crossing seat belts, and
- (b) Picking up newspapers and magazines, restowing pillows and blankets.

26.14 Company Bulletins

All Flight Attendant specific Company bulletins will be made available to the Union.

26.15 Labour/Management Meetings

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

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

Meetings will be scheduled at the request of either the Company or the Union, however, in no

event less often than quarterly and attended by representatives of the Company and the Local Union. The committee will be comprised of a maximum six (6), three (3) members from the Company and three (3) members appointed by the Local Union.

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

Meeting locations to change on a regional basis.

26.16 Qualifications

Flight Attendants are ultimately responsible to maintain their Flight Attendant qualification, however, training may be re-scheduled in the following extenuating circumstances:

- .01 medical reasons,
- .02 leave of absence without pay,
- .03 pregnancy/maternity leave, or
- .04 any other valid reason, as mutually agreed

Any modification to the schedule may be mutually agreed unless not permitted by Transport Canada regulations regarding deadlines and availability of course times.

ARTICLE 27 SURVIVOR BENEFITS

The commitment of the parties to the Collective Agreement will provide representation and moral support and encouragement as required to any Flight Attendant who in the course of performing flight duties has survived an aircraft accident or incapacitating incident which has rendered his/her medically unfit for flight duty. This article is not intended to avoid or modify any benefits/claims the employee is entitled to under the provisions and to the extent of the Company group insurance/Company liability insurance plans/applicable Workers' Compensation plans.

ARTICLE 28 PASSES

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

**ARTICLE 29
LEGAL COUNSEL**

29.01 The Company agrees to provide, free of charge, legal counsel to Flight Attendants involved in respect to any law suits arising from any accident occurring while Flight Attendants are on Company duty. This shall include legal counsel for the estate of deceased Flight Attendants in any legal proceedings arising from an accident in a Company aircraft.

29.02 Air Canada Jazz Inc. presently carries appropriate insurance such as Aircraft Public Liability, Passenger Liability and Property Damage Insurance wherein Flight Attendants and the Company are jointly insured for any sum for which the insured shall become legally liable to pay to the limits provided by said insurance.

29.03 The Company agrees to defend all Flight Attendants and their estate in any legal actions arising in connection with the performance of their duties and to protect them and hold them harmless from any judgment rendered thereunder save in the case of gross negligence or willful misconduct.

**ARTICLE 30
OPERATIONAL DISRUPTIONS**

30.01 Preamble

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

30.02 Operational Disruption Definition

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

30.03 As a result of an operational disruption, the Company may place Flight Attendants surplus to requirements at any base on off-duty status in reverse order of seniority. Notwithstanding the above, the Company has the ability to place on off-duty status at the base employees out of seniority order to account for employees on a layover in accordance with Article 30.04.02.

30.04 Off-Duty Status

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

.01 Notice

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

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

Notice may be provided verbally and confirmed later in writing.

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

.02 Effective Date

Once notified, Flight Attendants shall be placed on Off-Duty Status as follows:

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

.02 At 0001 hours on the calendar day after the forty-eight (48) hours notice has expired; or

.03 At 0001 hours on the day after the termination of a scheduled vacation period, if notified prior to or during vacation; or

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

.03 Conditions

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

Sickness	Sick Leave Credits will not apply.
Vacation	Flight Attendants will be returned to the payroll for scheduled vacations.
Vacation/ General Holiday	Accumulation shall continue during off-duty status.
Seniority/ Pay Progression	Seniority and length of service shall continue to accrue for all purposes including pay progression.
Insurance Premiums	The Company will maintain its share of insurance premiums and will also maintain the applicable Flight Attendant share. The Flight Attendant's share will be subject to reimbursement by payroll deduction following the Flight Attendant's return to the payroll. For purposes of calculating benefit premiums during the Flight Attendant's absence from payroll average earnings from the three (3) months preceding off-duty status shall be used.
Point of Contact	Flight Attendants on off-duty status must advise the Company of a current point of contact.

30.05 Resumption of Operations

.01 Recall

Recall from Off-Duty Status shall be in order of Flight Attendant seniority by base, on the basis

of operational requirements. Flight Attendants shall be contacted verbally at their last available point of contact and advised of their recall. If no contact can be made, notice by telegram/courier will be sent.

- .02 Flight Attendants will be placed back on the payroll as of the date of normal resumption of operation if they are available on that day.
- .03 Flight Attendants who cannot be contacted under the terms of Article 30.05.01 will be placed back on the payroll at 00:01 hours following the date of contact or earlier if they are available to pick up their blocked flight on the day of contact.
- .04 Flight Attendants are expected to report for duty within forty-eight (48) hours of resumption of operation. Flight Attendants who do not report within forty-eight (48) hours from time of notification may be required to substantiate their late reporting.

30.06 Long Term Disruptions

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

**ARTICLE 31
DEFINITIONS**

31.01 "ACCORDING TO SENIORITY/IN ORDER OF SENIORITY" means commencing with the most senior employee.

31.02 "AGREEMENT" means the Collective Agreement, Letters of Understanding and Letters of Intent negotiated between the Company and the Union including amendments or interpretations thereto agreed upon and covered by letters of agreement or written amendments signed by UNION and COMPANY officials.

31.03 "BASE" an airport designated by the Company from which a flight attendant or a group of flight attendants carry out scheduled or non-scheduled flying.

31.04 "BID PERIOD" a period of time (normally a

standard month) for which a flight attendant's schedule is issued.

31.05 "BLOCK" blocks shall be made up of scheduled flight duty, reserve duty, guaranteed days off, training days, general holidays or vacation days in any month.

31.06 "CALENDAR DAY" a twenty-four (24) hour period from 00:01 to 24:00 local time.

31.07 "COMPANY" means Air Canada Jazz Inc.

31.08 "COMPANY STATION" means any airport into which Air Canada Jazz Inc. operates scheduled flights.

31.09 "CREDITS" the units of time that a Flight Attendant earns for block time limitation purposes.

31.10 "DAILY STANDARD CREDIT" two (2) hours and fifty (50) minutes credit hours.

31.11 "DAY OFF" a calendar day on a Flight Attendant's schedule free of duty at his/her home base.

31.12 "DEADHEAD" means travel by air or surface transportation at Company request to meet the requirements of the service. Flight attendants shall not be required by the Company to deadhead on jump seats.

31.13 "DUTY CYCLE" any period a Flight Attendant is assigned duty not interrupted by a scheduled day off.

31.14 "DUTY PERIOD" the elapsed time during which a Flight Attendant is on duty until broken by a legal rest period.

31.15 "EMPLOYEE" for the purpose of this Agreement shall mean the classification of flight attendant.

31.16 "FLIGHT ATTENDANT" means any employee in the service of the Company who is responsible for performing or assisting in the performance of in-flight services, in accordance with Company regulations and standards and subject to the provisions of this Agreement.

31.17 "FLIGHT TIME" the total time from the moment an aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.

31.18 "IN-CHARGE" Means any employee who, as part of his/her duties as a Flight Attendant, is assigned to a flight in the position of "In-charge". He/she shall be designated as in charge of all cabin services and when applicable cabin personnel as per Company regulations and standards. He/she shall be responsible for giving work guidance to the Flight Attendants in his/her crew, including assignment of specific positions on the aircraft where two or more Flight Attendants are required for operations (except for the purposes of training, line indoctrination, experimentation and evaluation).

Although an In-charge shall be held accountable for the responsibilities as outlined above a Flight Attendant shall, on direction of the In-Charge, perform or assist in the performance of those tasks and duties for which the In-charge is responsible.

31.19 "OVERPROJECTION" the situation that occurs when a Flight Attendant's actual credits in a month plus the projected credits for the remainder of the months block award exceed her monthly maximum. Overtime credits accumulated shall not be applied to result in an over projection.

31.20 "PARTIAL BLOCKS" partial block means a unit of time monthly containing pairings, days scheduled for reserve, days off and which may contain training days for recurrent training and first-aid.

31.21 "REGULAR BLOCK" means a unit of time monthly containing pairings and days off and which may contain training days for annual training and first-aid.

31.22 "RESERVE DAY means reserve period during which a reserve block holder must be available for duty.

31.23 "RESERVE DUTY PERIOD" a time period when a Flight Attendant so assigned must be available to be called for duty.

31.24 "REST PERIOD means a period free from all duty with the Company. A period of time, which separates two (2) duty periods.

31.25 "SCHEDULED BLOCK CREDITS" means the credits for a flight or flight sequence as indicated on a block.

31.26 "SECTOR" is one (1) flight leg.

31.27 "STANDARD MONTH" any complete calendar month, except as laid down in (a) or (b) following:

- (a) In any leap year, the months of January and February shall be divided into two (2) thirty (30) day periods being from January 1 to January 30 inclusive and January 31 to February 29 inclusive; or
- (b) In all other years, the months of January, February and March shall be divided into three (3) thirty (30) day periods being from January 1 to January 30 inclusive, January 31 to March 1 inclusive and March 2 to March 31 inclusive.

31.28 "TRIP PERIOD" the time period commencing at the start of the first duty period in a pairing and ending at the termination of the last duty period in the same pairing, i.e., from leaving home base at the start of the first duty period and ending when released from duty at the completion of the last duty period back at home base.

31.29 "WEEK" a period of seven (7) consecutive days.

31.30 "YEAR" a complete calendar year.

ARTICLE 32 EMPLOYEE BENEFITS

32.01 Health and Welfare Plan

The Company agrees to participate in the Teamsters – Transport Health and Welfare Trust Plan – Airline Division (as amended from time to time) as set out in the appropriate Appendix hereunto annexed and forming part of the Agreement.

Health and Welfare Plan

Effective on the date of ratification of this agreement Flight Attendants will participate in the Company sponsored Health and Welfare Plan on a joint cost sharing basis of fifty percent (50%) for the Company and fifty percent (50%) for the employee.

32.02 Pension Plan

The Company agrees to participate in the Teamster – B.C. Master Employees Pension Plan – Air-

line Division (as amended from time to time) as set out in the appropriate Appendix hereunto annexed and forming part of the Agreement.

Effective the first of the month following the date of ratification, the Company will contribute four percent (4%) of *gross* earnings to the Teamster BC Master Employees Pension Plan- Airline Division.

In addition, Flight Attendants may continue to contribute to an RRSP if they so choose on a payroll deduction basis.

**ARTICLE 33
TERM/DISTRIBUTION AND PRINTING OF
AGREEMENT**

33.01 This Agreement shall be in full force and effect from the date of ratification and continue to be in effect until May 31, 2005 and from year to year thereafter except as hereinafter provided.

33.01 This Agreement shall be in full force and effect from the date of ratification and continue to be in effect until June 30, 2009 and from year to year thereafter except as hereinafter provided.

33.02 Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other party, not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

33.03 If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect until the provisions of the Canada Labour Code have been met.

33.04 Distribution, Translation and Printing of Agreement

All costs associated with the translation and printing of the Contract booklets in English and French will be shared equally by the Company and the Union. In the printing and delivery of these Agreements it is understood that a "union" shop will be contracted for the purposes of producing the Agreement(s).

(a) Official Version(s)

The English and French language versions of this Collective Agreement are both official. In the event the two (2) versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated will prevail.

All Province of Quebec Local Union grievances shall be initiated and processed in either English or French upon the direction of the Local Union.

**ARTICLE 34
TEAMSTERS UNION/INDUSTRY
ADVANCEMENT FUND**

34.01 The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.

34.02 The Company shall make contributions of ten cents (\$0.10) per credit hour for which wages are payable hereunder for each employee covered by this Collective Agreement.

34.03 Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

34.04 This payment will be independent and separate from any other payment made to the Teamsters Union.

LETTER OF UNDERSTANDING

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the "Union")

AND:

JAZZ AIR INC.
(Hereinafter referred to as the "Company")

**RE: REDUCED BLOCKS (RE: ARTICLES
5.28.01 AND 14.02, RESPECTIVELY)**

For the purpose of interpreting and applying the collective agreement to which this Letter of Understanding is attached, the parties agree as follows:

1. Effective March 11, 2003, in interpretation of the above noted Articles, the Company is obligated to offer leaves of absence, followed by reduced blocks, in all cases of layoffs at any affected bases, at the time the layoff becomes effective.
2. Further, it is agreed that in the application of Article 14.02, as it applies to employees on reduced blocks, vacation pay will be based on the appropriate percentage of **gross** wages.

Signed this 2nd day of April, 2003

ON BEHALF OF THE COMPANY:
"Winston Clarke"

ON BEHALF OF THE UNION:
"Dave Frost"

LETTER OF AGREEMENT (CCAA)

BEYWEEN

The Flight Attendants
As represented by
The Teamsters Canada Airline Division,
Herein known as the "Union"

AND

Jazz Air Inc. doing business as Air Canada Jazz,
herein known as the "company"

**In the matter of restructuring the Jazz
Teamster Collective Agreement subsequent to
the Company entering the Companies'
Creditors Arrangement Act (CCAA)**

Consistent with the parties' mutual interest in a long stable relationship, the parties agree as follows:

1. The current Air Canada Jazz/Teamsters Collective Agreement will be amended as per the modifications set out in the Memorandum of Understanding until May 31, 2005.
2. Upon the expiry of the Collective Agreement on May 31, 2005, and subject to paragraph 3 below, the parties agree to extend the modified Air Canada Jazz Collective Agreement until June 30, 2009.
3. For the extended Collective Agreement from June 1, 2005 to June 30, 2009, the parties will only be able to negotiate the provisions of Article 4.02- Wages. The negotiations on this issue may commence four (4) months prior to June 1, 2006. Should the parties reach an impasse on this issue, the matter of the rates of pay will be referred to binding mediation/arbitration and the parties will not resort to strike/lockout action on this issue of such wage negotiations.
4. This Letter of Understanding is subject to ratification of the membership of the Teamsters, the process of which will be completed as soon as possible.

Agreed in Toronto this 21th day of May, 2003.

FOR THE COMPANY: FOR THE UNION
"Colin Copp" "Mike Crawford"

LETTER OF AGREEMENT

BETWEEN.

The Flight Attendants **As** represented by Teamsters Canada, Airline
(Division, Herein known as the "Union")

AND

Jazz **Air** Limited Partnership, doing business as **Air** Canada Jazz
(Herein known as the "Company")

RE: CREW REST SEATS

For the purposes of interpreting and applying the Collective Agreement to which this Letter of Understanding is attached, the Parties agree as follows:

1. The Company agrees to designate two (2) seats on every aircraft as crew rest seats **for** the Flight Attendants and to be used during their flights.
2. The crew rest seats will be made available to Flight Attendants; however, these seats may be released to revenue passengers.
3. The Company agrees that these seats will be released to revenue passengers only after all other seats have been assigned.

Signed this 1st day of August 2003.

ON BEHALF OF THE COMPANY:
"Winston Clarke"

ON BEHALF OF THE UNION:
"Dave Frost"

LETTER OF UNDERSTANDING

BETWEEN:

THE CANADA COUNCIL OF TEAMSTERS

(Hereinafter referred to as the "Union")

AND:

JAZZ AIR INC.

(Hereinafter referred to as the "Company")

RE: USE OF DISCIPLINE RECORD

For the purposes of interpreting and applying the collective agreement to which this Letter of Understanding is attached, the parties agree as follows:

1. Disciplinary records - Disciplinary actions resulting from misdemeanour offences will be removed from a Flight Attendant's record after one (1) year. Records of more serious disciplinary actions will be removed after two (2) years.

Signed this 1st day of August 2003.

ON BEHALF OF THE COMPANY:

"Winston Clarke"

ON BEHALF OF THE UNION:

"Dave Frost"

LETTER OF UNDERSTANDING

BETWEEN:

THE CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the "Union")

AND:

JAZZ AIR INC.
(Hereinafter referred to as the "Company")

RE: RECALL RIGHTS

For the purposes of interpreting and applying the collective agreement to which this Letter of Understanding is attached, the parties agree as follows:

1. Every Flight Attendant who has been laid-off **or** who otherwise has accepted a mitigation measure in lieu of the layoff (eg., special leave of absence) shall be entitled to seven (7) years' recall rights.

Signed this 1st day of **August** 2003.

ON BEHALF OF THE COMPANY:
"Winston Clarke"

ON BEHALF OF THE UNION:
"Dave Frost"

LETTER OF UNDERSTANDING

BETWEEN:

THE CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the "Union")

AND:

JAZZ AIR INC.
(Hereinafter referred to as the "Company")

**RE: FLIGHT ATTENDANTS' ACCESS TO
CABIN JUMP SEAT**

For purposes of interpreting and applying the collective agreement to which this Letter of Understanding is attached, the parties agree as follows:

1. The Company agrees to designate a Flight Attendant jump seat for Flight Attendants' exclusive use for purposes of commuting to and from a base and their domicile, respectively.
2. In order to access this jump seat, the Flight Attendant must conform to the same rules that govern the pilots' use of the cabin jump seat as were in place on the date that this agreement was reached between the Union and the Company, which factors comprise the following:
The Flight Attendant must:
 - clear security;
 - be in uniform;
 - be commuting to and/or from a base and their domicile, respectively;
 - pay the Airport improvement fee and actual service charge, with said actual service charge to be reimbursed by the Company to the Flight Attendant; and
 - register for the flight.
3. The parties agree that this Letter of Understanding will be in force on a trial basis for one (1) year to assess public reaction and the parties agree that upon the expiry of one (1) year to meet as soon as possible with a view to determining if this Letter of Understanding ought to be renewed for the duration of the collective agreement.

Signed this 1st day of August 2003.

ON BEHALF OF THE COMPANY:

"Winston Clarke"

ON BEHALF OF THE UNION:

"Dave Frost"

LETTER OF UNDERSTANDING

BETWEEN :

THE CANADA COUNCIL OF TEAMSTERS

(Hereinafter referred to as the "Union")

AND:

JAZZ AIR INC.

(Hereinafter referred to as the "Company")

RE: WEEKLY INDEMNITY CLAIMS

For the purpose of interpreting and applying the collective agreement to which this Letter of Understanding is attached, the parties agree as follows:

1. ~~For~~ the purpose of calculating weekly indemnity entitlements of the members entitled to same under the collective agreement, the remainder of the first month in which weekly indemnity is claimed will be based on the amount of money due in that scheduled month.
2. ~~For~~ each following subsequent month, weekly indemnity will be calculated based on the flight attendant's average weekly salary over the last **six (6)** months with appropriate adjustments in cases such as going from full to half time work schedule, extended periods off due to leave of absences, illness, etc.

Signed this 16th day of December 2003.

ON BEHALF OF THE COMPANY :

"Winston Clarke"

ON BEHALF OF THE UNION :

"Dave Frost"

LETTER OF UNDERSTANDING

BETWEEN

Jazz **Air** Inc.

(Herein Known as the "Company")

AND

The Flight Attendants

As represented by

The Canada Council of Teamsters

(Herein known as the "Union")

It is agreed by the parties to this agreement that the following changes will be made to the current Collective Agreement:

1. The Union will be provided with a 'Profit Sharing Program' based upon Flight Attendant contributions equivalent to two and one half percent (2.5%) of earnings, effective January 1, 2005. The Profit Sharing Program will be effective January 1, 2005. If the Profit Sharing Program is not put into place effective January 1, 2005 no contributions will be required. Full documentation will be provided and Union acceptance of the Program will be required prior to the Union's involvement.
2. The modifications to the terms of the Collective Agreement set out in this Letter of Understanding shall be conditional, at the Unions sole option, upon the following:
 - (a) The closing and implementation of all arrangements and agreements necessary to and set out in the proposed Deutsche Bank Rights Offering ("Rights Offering") and the extended Global Restructuring Agreement with G.E. Capital ("GRA"), as approved by the Court on May 4, 2004, without an amendment whatsoever;
 - (b) Jazz remaining a wholly-owned subsidiary of **Air** Canada or **Air** Canada Enterprises until emergence from CCAA;
 - (c) The closing and implementation of all arrangements and agreements necessary to the plan of Arrangement; and,
 - (d) The conclusion of labour cost reduction

agreements as required by the "Rights Offering" and "GRA" with all other unions representing employees at Jazz and Air Canada.

3. Implementation of the "B"- scale for newly hired Flight Attendants as per Schedule "A".
4. Pursuant to Article 26.08 of the current Collective Agreement, it is hereby mutually agreed that the Bombardier CRJ 705 aircraft **will** be crewed with two (2) Flight Attendants, regardless of classes of service, satisfying all conditions of the current Collective Agreement. The company and the Union agree to meet to determine the appropriate level of service on the aircraft on an ongoing basis.
5. Pursuant to Article 5.18.02 of the current Collective Agreement a further note will be added to this Article allowing the company to raise the blocking average to 87.5 credits four (4) times in a calendar year. The month of December will be considered a black out period and not subject to this increase in blocking average. The credit window for building blocks will remain at five (5) credits around this average. In the months of increased blocking average, a minimum of 10% of the Flight Attendants in a base will be permitted to bid to the lower average of 82.5 credit hours based on their seniority; this will be established by crew planning in the bid package. The maximum blocking window would be 90 credits.
6. A Voluntary Separation Package (VSP), consisting of two weeks pay for each year of service to a maximum of fifty-two weeks, paid over sixty months in equal taxable monthly instalments. Eligibility for the program will require a Company service date prior to May 15, 1994. Flight Attendants with a minimum of fifteen years of service will be provided with lifetime passes as per Company policy. Flight Attendants with less than fifteen (15) years of service will be provided with an annual allotment of passes on a pro-rated basis determined by two travel passes for each completed year of continuous Company service. This offer will

expire no earlier than the later of December 31, 2004 or the expiry date of any other Jazz or Air Canada union. Full documentation will be provided as soon as possible. In the event that Air Canada CUPE members are offered a VSP on more favourable terms, the terms of the Jazz Flight Attendant VSP will be adjusted accordingly.

7. This agreement will remain in effect for the duration of the current Collective Agreement.
8. This agreement is subject to ratification of the Jazz Flight Attendant membership.

Signed this 15th day of May, 2004

For Jazz:	For The Canada Council of
“Scott Tapson”	Teamsters:
“Colin Copp”	“Michael Crawford”
“Andy Glover”	“Janet Pamerter”

Flight Attendant Rate - Schedule A

YOS	Credit Rate
0 to 1	\$21.90
1 to 2	\$22.30
2 to 3	\$22.70
3 to 4	\$23.11
4 to 5	\$23.52
5 +	\$23.52

Incharge Rate

YOS	Credit Rate
0 to 1	\$23.00
1 to 2	\$23.42
2 to 3	\$23.84
3 to 4	\$24.27
4 to 5	\$24.70
5 +	\$24.70

LETTER OF UNDERSTANDING

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS

(Hereinafter referred to as the "Union")

AND:

JAZZ AIR INC.

(Hereinafter referred to as the "Company")

**PROCEDURES FOR FILLING
VACANCIES/RECALL:**

1. As per Article 12.01 – a flight attendant holding laid-off status shall be notified by the Company by registered mail or commercial courier service to the last address filed with the Manager In-flight Service of every available assignment at every base. Such notices shall be copied to the Union. The Company will also notify all flight attendants on SLOA's. Any temporary assignments will be subject to the terms in Article 13.10.01. As the Collective Agreement does not state that laid-off flight attendants must file an SOP, the notice should include a date of when Statements of Preferences will be actioned so as to give the Flight Attendants time to submit or update their SOPs.
2. The Company will action SOP's in order of seniority as per Articles 13.02.02 (a) and 13.02.03 (a).
 - 13.02.02 (a) "Temporary vacancies at any existing base shall be filled in the following order: – in order of seniority to Flight Attendants with a statement of preference for that base regardless of status;"
 - 13.02.03 (a) "Permanent vacancies shall be filled in order of seniority by: – in order of seniority to Flight Attendants with a statement of preference for that base regardless of status;"
3. All Flight Attendants who have SOP's on file will have five (5) days to accept or refuse the vacancy. (Article 13.06) Any laid-off Flight Attendants, with SOP's who are offered a per-

manent vacancy at their home base must either accept it **or** be removed from the seniority list as per Article 12.03.01. A Flight Attendant on layoff **or** SLOA will have fourteen (14) days to report as per Article 12.05.

4. After all SOP's are actioned and if vacancies still exist, the Company will post a notice of vacancies at all bases for the purposes of bidding in order of seniority as per Article 13.09.
 - 'When required pursuant to Article 13.02 notice of vacancies shall be posted as far in advance as possible at all bases. The notice will contain the following:
 - (a) location;
 - (b) number and/or type of vacancies available;
 - (c) date of commencement and if temporary, estimated length of vacancy; and,
 - (d) deadline date after which bids will not be accepted. Such date will not be less than seven (7) days (exclusive of Saturdays, Sundays **or** General Holidays) after the posting of the vacancy notice.
 - Bids shall be submitted, in writing, in accordance with the terms of the vacancy notice."
5. If vacancies still exist, the Company will then fill them as per Article 12 – Recall. Flight Attendants will be recalled, in order of seniority, at the base where the vacancies exist. Laid-off Flight Attendants may decline **or** accept a temporary vacancy at their home base, but must accept a permanent vacancy at their home base **or** be removed from the seniority list as per Article 12.03. A recalled Flight Attendant will be given 14 days from the date the recall is confirmed to report for duty at the designated base as per Article 12.05.
6. If vacancies still exist, the Company will then rescind SLOA's in reverse order of seniority at the base(s) in question and will provide four (4) weeks written notice of recall to duty as per Article 15.09.
7. After the above steps are completed, the Com-

pany will fill any remaining vacancies as per Article 13.02.02 (c) (Temporary Vacancies) or 13.02.03 (c) (Permanent Vacancies) - "a graduate from a training class to the standards approved in accordance with the Company operating certificate." (New Hires)

IN WITNESS WHEREOF, The parties hereto have signed this AGREEMENT this 30th day of September, 2004.

FOR JAZZ AIR INC.	FOR TEAMSTERS CANADA AIRLINE DIVISION
Andy Glover	Janet Pamenter

LETTER OF AGREEMENT

BETWEEN:

The Flight Attendants ~~As~~ represented by
Teamsters Canada, Airline Division,
Herein known as the "Union"

AND

Jazz **Air** Limited Partnership, doing business as
Air Canada Jazz
Herein known as the "Company"

The Company and the Union have agreed to the following on a without prejudice and/or precedent basis:

1. The parties agree that all required pension plan contributions that were suspended due to a Court Order made pursuant to the Company entering protection under the Companies Creditors arrangement Act, have been made.
2. The parties agree that the Company will pay directly into the Teamsters' National Pension Plan a one-time payment of One Hundred and Twenty-eight Thousand, Nine Hundred and Forty-five Dollars (\$128,945.00) to compensate **for** the foregone investment income on delayed 2003 pension plan contributions. This payment is to be made on approximately December 15, 2004.
3. The parties agree that the Teamsters' National Pension Plan will allocate a pro rata portion of the aforementioned payment to each employee for whom the Company reported pension contributions for work performed during calendar year 2004. The individual allocation will be based on the total amount of pension contributions the Company paid for the employee for work performed during calendar year 2004.

Dated at Vancouver, this 30th day of November 2004

For Teamsters Canada, Airline Division "Don Davies"	Jazz Air Limited Partnership "Andy Glover" "Suzanne Asseff"
---	--

LETTER OF UNDERSTANDING

BETWEEN:

THE CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the "Union")

AND:

JAZZ AIR INC.
(Hereinafter referred to as the "Company")

RE: RESERVE HOLDERS

For the purposes of interpreting and applying the Collective Agreement to which this Letter of Understanding is attached, the Parties agree to amend Article 5.18.06 to read:

"No Flight Attendant shall be blocked to successive reserve duty periods in excess of five (5) without the Flight Attendant's consent. Successive reserve duty periods will have a minimum two (2) days off immediately prior to and following reserve duty periods except with the Flight Attendant's consent."

SIGNED THIS 11TH DAY OF JANUARY 2005.

For the company:
"Andy Glover"
"Suzanne Asseff"

For the Union:
"Kevin Janzen"

LETTER OF UNDERSTANDING

BETWEEN:

JAZZ AIR INC. CARRYING ON BUSINESS AS
AIR CANADA JAZZ

(“the Company”)

AND:

THE FLIGHT ATTENDANTS IN THE SERVICE OF AIR CANADA JAZZ REPRESENTED BY THE CANADA COUNCIL OF TEAMSTERS

(“the Union”)

RE: RESTRUCTURING OF AIR CANADA JAZZ INC. PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENTS ACT

WHEREAS the Company has filed an application pursuant to the Companies' Creditors Arrangements Act on April 1, 2003 in order to facilitate the restructuring of its operations and finances;

AND WHEREAS the parties agree that the continued viability of the Company requires amendment to certain terms of the collective agreement between them so as to provide immediate relief and to enhance the productivity of its operations on an ongoing basis;

AND WHEREAS the parties agree that it is in their mutual interest to ensure that all issues with respect to the restructuring are dealt with an implemented in a timely manner;

AND WHEREAS the parties entered into Letters of Understanding and Letters of Agreement containing the amendments to certain terms of the collective agreement between them;

AND WHEREAS during the course of the Companies Creditors Arrangement Act (“CCAA”) the Company made representation to the Union for a further review and calculation of cost savings arising from the amendments made to the collective agreement;

AND WHEREAS the parties further agreed that it is in their mutual interest to ensure that all issues with respect to the restructuring are dealt with and implemented in a timely manner;

NOW THEREFORE, the Company and the Union agree as follows:

RE: BASE COMMUTING POLICY

WHEREAS this policy applies only when a Flight Attendant is traveling from his/her permanent address to his assigned base;

NOW THEREFORE the following conditions shall apply:

Flight Attendants choosing to commute are responsible to fulfill their job requirements and as such are expected to report for duty as scheduled at their assigned check-in area.

A Flight Attendant will not receive any discipline nor will his/her availability count as an event or occurrence under the Company's Attendance Management Program (AMP) provided the Flight Attendant complies with all of the following:

1. The commuting Flight Attendant will have one original and one back-up flight to his/her Base, the first of which must be scheduled to arrive at least two (2) hours prior to the scheduled check-in time for the trip in question, and the second must be scheduled to arrive at least one half (0.5) hour prior to the scheduled check-in time. The above requirements do not relieve the commuting Flight Attendant of his/her responsibility of exercising "good judgment" when considering when it is appropriate to start his/her travel to his/her base. For example, waiting to commute on the day a trip is scheduled to start when there is a forecast of severe weather or foreseeable oversold flights would not be considered good judgment. A Flight Attendant who is deemed not to have exercised "good judgment" in regards to his/her commute is not covered under this section and may be subject to disciplinary action.
2. A commuting Flight Attendant is required to immediately notify Crew Scheduling as well as his/her Base Supervisor/Manager as soon as he/she is aware that he/she is unable to report for duty as scheduled.
3. Upon receiving notification that the Flight Attendant is not able to report for duty as sched-

uled, the Company may either reassign the Flight Attendant as per the provisions of the collective agreement or remove the Flight Attendant from the scheduled flying.

4. A Flight Attendant will not be paid or credited for any portions of the duty period for which he/she was unavailable. This includes the daily minimum credit that might otherwise apply.
5. Should a commuting Flight Attendant fail to report for duty as scheduled, he/she is required to provide his Base Supervisor/Manager with a copy of his/her boarding pass for both his/her original and back-up flight immediately upon arrival at his/her base.

RE: DEADHEAD TRAVEL POLICY

The Company shall implement a deadhead travel policy on a trial basis for 12 months. This policy shall be similar in principle to the current Air Canada policy.

Unless modified by this Letter of Understanding all provisions of Collective Agreement shall continue to apply.

This Letter of Understanding shall be effective on the date of execution and, shall continue in force concurrently with the current collective Agreement.

IN WITNESS WHEREOF the parties hereto have signed this AGREEMENT this 16th day of May 2004 at Toronto, Ontario

FOR THE COMPANY	FOR THE UNION
Scott Tapson	Michael Crawford
Vice President,	The Canada Council of
Operations	Teamsters
& Customer Service	
Colin Copp	Janet Pamentor
Director, Labour	The Canada Council of
Relations	Teamsters
Andy Glover	
Director, Inflight Services	

DATED THIS ____ DAY OF _____, 2005.

FOR THE COMPANY FOR THE UNION

**RE: FLIGHT OPS MEMO 04-161: DEADHEAD-
ING TO/FROM ASSIGNMENT**

Effective immediately for a trial period, the following revised policy regarding deadhead travel is being implemented. This is essentially identical to the Air Canada policy presently in place on a trial basis.

**Deadhead Travel Change Approval Policy
and Conditions**

Arrangements to deadhead on other than assigned flights should be made through your Base Manager or Supervisor who, in concert with the Crew Scheduling Lead will authorize the change subject to operational requirements. The pilot will then be required to manage and administer the change through Crew Scheduling. Any change to the originally planned deadhead must adhere to the following procedure and conditions:

1. Changes may only be made between the original deadhead points (ie. planned d/h YYZ.YVR may change to YWG-YVR, YYC-YVR etc. but not YUL-YVR, YHZ.YVR). Any change must not exceed the distance of the originally planned deadhead. For changes other than obvious online points, between the planned deadhead points, written authorization is required from your Base Manager or Supervisor.
2. As pairings are often adjusted to meet operational requirements, Crew Scheduling may not approve an entire month of deadhead changes. Therefore, requests for deadhead changes must be made on a pairing by pairing basis with a minimum of 24 hours notice prior to the scheduled commencement of the pairing.
3. When contacting Crew Scheduling please have the flight number you wish to deadhead on ready to provide to Crew Scheduling.
4. Crew Scheduling will cancel the originally planned locator and the pilot will be required to rebook using the Employee Travel Website (travel.aircanada.ca) using the business travel priority PY1/J 10, which is booked in B Class.
5. The new deadhead travel must be completed within the originally planned deadhead block

month or 10 days after the originally planned deadhead, whichever is later.

6. If the new deadhead flight is delayed or cancelled, the Pilot must contact Crew Scheduling in order to ensure that Crew Scheduling is aware of any potential situation that may impact operations.
7. Originally planned duty day applies for the purpose of duty and pay.

The success and continuation of this program will be dependent on the full understanding, compliance and adherence to the new rules under which deviations from assigned deadheads will be allowed.

Crews are reminded that an audit of business travel may take place from time-to-time and any violation of the above process will result in disciplinary action.

Please refer any questions on the revised deadhead policy to your Base Manager or Supervisor.

Grant Warner
Director, Flight Operations