



COLLECTIVE AGREEMENT

between

JAZZ AVIATION LP

and

CANADIAN FLIGHT ATTENDANT UNION/  
SYNDICAT DES AGENTS DE BORD DU CANADA  
(CFAU/SABC)

Effective June 30, 2009 – June 30, 2015

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# Memorandum of Settlement

## Memorandum of Settlement Between Jazz Air LP And Canadian Flight Attendant Union

This Memorandum of Settlement is made and entered into by and between Jazz Air LP hereinafter referred to as "the Company", and the Canadian Flight Attendant Union hereinafter referred to as the "Union".

It is hereby agreed that both parties will fully recommend the acceptance of this agreement.

It is recognized by the parties to this memorandum that changes agreed upon will require a reasonable amount of time and patience to implement. It is agreed, therefore, that both parties will meet on a timely basis to resolve any implementation issues.

The attached agreement shall be effective on the date of ratification by the Union membership except for the following:

- 1) **Scheduling Rules:** Scheduling rules will be effective September 1, 2010 subject to programming and testing of rules. In the interim, current scheduling rules will apply unless changes are controllable by the Company and do not require programming. For Crew Scheduling rules, all changes will become effective as an item are programmed and as the Crew Scheduling department is trained on applicable changes.
- 2) **Pension Plan:** Effective September 1, 2010 the Company will contribute the applicable percentage of gross earnings to the Company Defined Contribution Plan. Said percentage will be retro to June 1, 2010.
- 3) **Expenses: Meal allowances** will be effective September 1, 2010 or earlier if possible and will be retro to June 1, 2010. **Footwear and dry cleaning allowances** will be effective the first of the following month after ratification. **Uniform allowance** will be effective January 01, 2011.
- 4) **Rates of Pay:** Pay for all Flight Attendants will be amended with the new rates effective immediately upon ratification. This rate of pay will be reflected on the next possible pay period following ratification and will be retroactive to June 1, 2010.
- 5) **Sick Leave Credits:** Flight Attendants in possession of a full complement of sick time available in their sick bank will immediately begin accruing sick credits to a maximum of one hundred and forty (140) credits at a rate of five (5) credits per month until they top out at 140 hours.
- 6) **Arbitration Award:** The arbitration award by Arbitrator Picher regarding the Bilingual IC/Mixed Pairing/French Content grievances will be in effect commencing September 1, 2010.
- 7) **Outstanding Grievances:** The company and the union agree to the review of all grievances through a clean slate process on a without prejudice basis.
- 8) The parties agree to schedule a meeting between the parties regarding problem location while on layovers with respect to hotel location when crew members are required to walk outside to restaurants. (Article 26.01)
- 9) The parties agree to schedule a meeting between the parties regarding Flight Attendants who do not hold the capability of learning a second language. (Article 35)

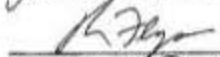
- 10) The parties agree to schedule a meeting between the parties regarding implementation of French Language Skills testing as outlined in Article 35.18. The Union agrees that additional time may be required for this testing program to be put into place.
- 11) The company agrees to continue the practice of providing on board snacks when operating US flights as per the current practice in light of the customs restrictions currently in place.
- 12) Company agrees to further develop 'definition' section with the Union.
- 13) The Company and the Union agree that the discussions in regards to article 11.12 would be non-prejudicial to both parties and would not be used in future proceedings.
- 14) A signing bonus consisting of retroactive meal per diems will be paid to all Flight Attendants active in 2009 in the amount of \$1500 on the first pay period following ratification.
- 15) The company agrees to review an automated 'Flica' like system for Flight Attendants.
- 16) The Company and the Union agree that the Thomas Cook LOU will form part of and run concurrent with the Collective Agreement.
- 17) The Company agree to the release of the Greenwood Arbitration decision which has been held in abeyance.

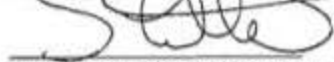
Signed this 29th day of June 2010

For: Jazz Air LP

  
Colin Copp, Chief Administrative Officer

  
Jolene Mahody, Chief Operating Officer


  
Rick Flynn, Vice-President, Finance

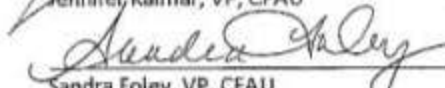
  
Steve Linthwaite, Vice President, Operations

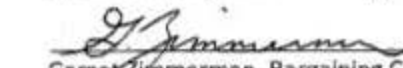
  
Suzanne Asseff, Manager, Labour Relations

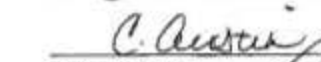
  
Rhonda Bishop, Director, Infl & Onboard Prod.

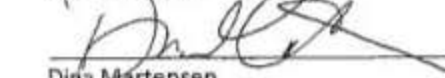
For: The Union

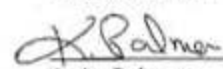
  
Jennifer Kalmar, VP, CFAU


  
Sandra Foley, VP, CFAU

  
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Colleen Austin

  
Dina Martensen

  
Kathy Palmer

  
Sarah Accarian

  
Debbie Boyle



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## **Article 1 - PREAMBLE**

- 1.01 This agreement is made and entered into by and between Jazz Aviation LP, herein referred to as “The Company” and the Canadian Flight Attendant Union 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 Union to the Company. The Company shall remit all such deductions to the 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 the 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 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 glass enclosed “Flight Attendant” bulletin board at each crew base adequate to meet the needs of the Union for Union use. These boards will be for Union notices only, and the keys will be in the possession of the Union and a designated Company representative. Should the Company remove any postings from the Union Bulletin board, the Union must be notified immediately. All Union notices are to be dated and signed by an official of the Union.

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- 2.06 An officer of the Union shall be given up to four (4) hours to address new Flight Attendants for the purpose of acquainting the new Flight Attendants on the benefits and duties of Union Membership. The Union will have the right to sign up new members at this meeting.
- 2.07 All Flight Attendant Positions and all flying performed by or on behalf of a subsidiary shall be occupied and performed by Flight Attendants on the Flight Attendant System Seniority List.
- 2.08 The Company hereby expressly agrees that it shall not contract out any bargaining unit work covered by this Agreement. All Flight Attendant positions and all flying which originates from and/or returns to Canada performed by or on behalf of the Company under current operating certificate operating from and/or returning to Canada, shall be occupied and performed by the Flight Attendants covered under this agreement in accordance with the terms and conditions of this agreement and/or any other extended agreements entered into between the Union and the Company.
- .01 Such Company flying shall include, without limitation, all revenue, non revenue, scheduled, unscheduled, passenger, ferry, charter, publicity flights and all flying of the Company's or its subsidiary's aircraft.
- .02 In the application of this clause it will not apply in the event of:
- (a) An act of God, a National War Emergency, the grounding of any or all of the Company's aircraft for reasons beyond the Company's control, a revocation of the Company's operating certificate(s), which has a substantial impact upon the employment requirements of the Company, or a total cessation of the Company's flying operation for any reason; or
  - (b) 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.
  - (c) The Company entering into a commercial arrangement for the flying of aircraft under separate operating certificate(s) or on its current operating certificate when such operations are conducted from bases outside of Canada. The Company agrees to meet and discuss with the Union any opportunity that falls within the scope of this provision.
  - (d) Wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company under the circumstances covered in Article 2.08.02(a)
  - (e) The Company may enter into wet leases or charters under other circumstances provided such wet leasing or chartering does not result in layoff or reduction in Base, Status or Equipment of Jazz Flight Attendants.

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- 2.09 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 the Agreement unless specifically provided herein.
- 2.10 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 Flight Attendant duties may be performed on only one (1) pairing per month.
  - .06 The Flight Attendant being displaced will receive twenty-four (24) hours notice of such displacement.
  - .07 Displacement will be offered in order of seniority and may be refused at the Flight Attendant's option.
  - .08 A displaced Flight Attendant shall be credited with all scheduled block hours and shall not suffer any monetary loss including allowances excluding per diems.
  - .09 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.
  - .10 All flight time hours operated by management shall be documented and made available to the Union on a monthly basis.
- 2.11 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.
- 2.12 In the performance of their normal and cabin personnel duties, Union Officials and representatives shall not be subject to more severe discipline than other employees in the bargaining unit.
- 2.13 CHANGE OF OWNERSHIP/MERGER**
- .01 In the event that the Company changes ownership, merges with another Company or changes it's corporate identity, this agreement will remain in full force and effect and the certificate issued by the Canada Industrial Relations

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Board then in effect shall not be affected in any way, except as otherwise governed or directed by the Board.

- .02 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 the Company will be merged with any other Flight Attendant work force with their date of hire with the Company as their established seniority date. Failing settlement, Part V- Industrial Relations of the Canada Labour Code will apply.

## **2.14 ORDERS IN WRITING**

- .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 Union. Flight Attendants shall be given as much advance notice as possible.
- .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.
- .03 The Union shall notify the Company, in writing, of the names and positions of its accredited representatives, 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 representatives shall deal, revised when and as appropriate.

## **2.15 INFORMATION FOR THE UNION**

- .01 The Company shall provide the Union with the following information within thirty (30) days of the previous month unless instructed otherwise by the Union:
- (a) Names, addresses and phone numbers of all Flight Attendants,
  - (b) Published bid package by base,
  - (c) Flight time for all supervisory and management personnel,
  - (d) Changes in list of Statements of Preference,
  - (e) Published Flight Attendant schedules including reasons report,
  - (f) Copy of annual vacation awards by base,
  - (g) Flight Attendant over projections per base per month,
  - (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 for each Flight Attendant, per base,
  - (j) Base vacancies when available,
  - (k) Special assignment awards when assigned,
  - (l) In-flight job postings,
  - (m) Minutes of joint Company/Union meetings that are the responsibility of the Company to produce.
  - (n) List of all Flight Attendants assigned to modified duties per base, and description of their assignment,
  - (o) Updated Union time bank,
  - (p) Bulletins, Memos, Letters of Understanding (The Union will continue to have access to all expired publications on Jazz Net where possible)

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- .02 All 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 Union.

## **2.16 UNION FLIGHT RELEASE**

- .01 A total of three hundred and thirty (330) credits per month to allow the Union sufficient paid time to conduct business. An additional hundred (100) credits will be allocated and these credits will be billable to the Union and subject to operational requirements.
- .02 Unused credits will be cumulative and banked to a maximum of two thousand (2,000) credits for future bidding purposes. It is understood that any banked credits 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.

## **2.17 UNION COMMITTEE LEAVE**

The Company agrees to meet with the following committees no less than two (2) times per year or where either party shows sufficient need for such meetings. Flight Attendants shall bid for committee work utilizing the appropriate bidding codes and shall receive the hourly meal allowance in accordance with Article 7. 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 SCHEDULING COMMITTEE**

- (a) The Company agrees to grant committee days with pay at each base for members of the Scheduling committee each block month as required for the purpose of addressing protests, for any manually built blocks, and block awarding and/or block review.
- (b) The number of Scheduling Committee member(s) required to be released at each base on a monthly basis will be determined by the Company depending on the reasonable requirements for each base.
- (c) In order to complete block review, the ratio of block builder days to Flight Attendants will be a minimum of 1:200 per base.
- (d) The Union will determine the number of Scheduling Committee member(s) and alternate(s) who will form a scheduling committee for each base.
- (e) If requested by the Scheduling Committee, the Company will provide work space for the committee to fulfill their responsibilities.
- (f) Where parking is not already provided the Company will cover this expense upon submission of original receipts.

### **.02 SAFETY AND HEALTH COMMITTEE(S)**

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

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### **.03 UNIFORM COMMITTEE**

- (a) 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 22, Uniforms.
- (b) The Union's Uniform Committee shall be comprised of one (1) representative for each base chosen by the Union.

### **.04 HOTEL COMMITTEE**

- (a) 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.
- (b) The Union's Hotel Committee shall be comprised of one (1) representative for each base chosen by the Union.

### **.05 UNION BARGAINING COMMITTEE**

- (a) The Company agrees to grant Union leave with pay for members of the Union bargaining committee as required for the purposes of bargaining preparation, contract bargaining sessions, and for contract ratification meetings.
- (b) The Union bargaining committee shall be comprised of one (1) Base /Chair Flight Attendant representative from each base as well as five (5) additional Flight Attendant representatives. Representatives will be determined by the Union. This time will be paid by the Company.

### **.06 BILINGUAL CONSULTATION COMMITTEE**

The Company agrees to consult with a member of the Union Executive or designate regarding language training, maintenance training and scheduling. Said consultation will be for the purpose of assessing all Language Training courses and reviewing language requirements.

### **.07 BENEFITS/PENSION COMMITTEE**

The Company agrees to grant Union leave with pay as required subject to operational requirements and prior approval of the Regional Manager, Inflight Services to one (1) representative.

## **2.18 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 the representing union shall accrue and retain seniority with the Company.

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## **2.19 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.

## **2.20 LABOUR/MANAGEMENT MEETINGS**

- .01 It is agreed that both parties recognize the value of Union/Management meetings.
- .02 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.
- .03 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 Union. The committee will be comprised of executive members appointed by the Union and designated representatives of the Company. The agenda will be prepared by the Union and the Company jointly and circulated to the members of the committee and the Company five (5) days prior to the meeting.
- .04 Meeting locations to change on a regional basis with due consideration to cost and scheduling.

## **2.21 UNION/INDUSTRY ADVANCEMENT FUND**

- .01 The Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Union.
- .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.
- .03 Payment of said funds shall be made to the Union/Industry Advancement Fund by the 15th of the month following that to which they refer.
- .04 This payment will be independent and separate from any other payment made to 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 as required by law in the implementation of any applicable legislation.

## Article 4 - RATES OF PAY/EXPENSES

### 4.01 WAGES

FLIGHT ATTENDANT/ RESERVE (Unassigned)

FA Rates										
YOS	Jun-10	Jan-11	Jun-11	Jan-12	Jun-12	Jan-13	Jun-13	Jan-14	Jun-14	Jan-15
0	\$ 25.30	\$ 25.56	\$ 25.81	\$ 26.07	\$ 26.33	\$ 26.60	\$ 26.86	\$ 27.10	\$ 27.34	\$ 27.58
1	\$ 25.85	\$ 26.11	\$ 26.36	\$ 26.62	\$ 26.88	\$ 27.15	\$ 27.41	\$ 27.65	\$ 27.89	\$ 28.13
2	\$ 26.40	\$ 26.66	\$ 26.91	\$ 27.17	\$ 27.43	\$ 27.70	\$ 27.96	\$ 28.20	\$ 28.44	\$ 28.68
3	\$ 27.50	\$ 27.76	\$ 28.01	\$ 28.27	\$ 28.53	\$ 28.80	\$ 29.06	\$ 29.30	\$ 29.54	\$ 29.78
4	\$ 28.60	\$ 28.86	\$ 29.11	\$ 29.37	\$ 29.63	\$ 29.90	\$ 30.16	\$ 30.40	\$ 30.64	\$ 30.89
5	\$ 29.70	\$ 29.96	\$ 30.21	\$ 30.47	\$ 30.73	\$ 31.00	\$ 31.26	\$ 31.50	\$ 31.74	\$ 31.99
6	\$ 30.70	\$ 31.09	\$ 31.31	\$ 31.57	\$ 31.83	\$ 32.10	\$ 32.36	\$ 32.60	\$ 32.84	\$ 33.09
7	\$ 31.70	\$ 32.23	\$ 32.47	\$ 32.67	\$ 32.93	\$ 33.20	\$ 33.46	\$ 33.70	\$ 33.95	\$ 34.20
8	\$ 32.70	\$ 33.36	\$ 33.63	\$ 33.86	\$ 34.03	\$ 34.30	\$ 34.56	\$ 34.80	\$ 35.05	\$ 35.30
9	\$ 33.70	\$ 34.50	\$ 34.78	\$ 35.04	\$ 35.26	\$ 35.40	\$ 35.66	\$ 35.91	\$ 36.15	\$ 36.40
10	\$ 34.71	\$ 35.63	\$ 35.94	\$ 36.23	\$ 36.48	\$ 36.68	\$ 36.76	\$ 37.01	\$ 37.25	\$ 37.50
11	\$ 35.71	\$ 36.77	\$ 37.10	\$ 37.41	\$ 37.71	\$ 37.96	\$ 38.13	\$ 38.16	\$ 38.55	\$ 38.81
12	\$ 36.71	\$ 37.90	\$ 38.26	\$ 38.60	\$ 38.94	\$ 39.24	\$ 39.49	\$ 39.65	\$ 40.06	\$ 40.50
13	\$ 38.71	\$ 40.17	\$ 40.57	\$ 40.97	\$ 41.39	\$ 41.80	\$ 42.22	\$ 42.64	\$ 43.07	\$ 43.87

IN-CHARGE /TRAINING/VACATION/COMMITTEE(S)/STAT BANK/  
TIME BANK/RETURN TO WORK ACCOMMODATION DUE TO ILLNESS/INJURY



In Charge Rates										
YOS	Jun-10	Jan-11	Jun-11	Jan-12	Jun-12	Jan-13	Jun-13	Jan-14	Jun-14	Jan-15
0	\$ 27.70	\$ 27.98	\$ 28.26	\$ 28.57	\$ 28.83	\$ 29.15	\$ 29.41	\$ 29.67	\$ 29.93	\$ 30.20
1	\$ 28.25	\$ 28.53	\$ 28.81	\$ 29.12	\$ 29.38	\$ 29.70	\$ 29.96	\$ 30.22	\$ 30.48	\$ 30.75
2	\$ 28.80	\$ 29.08	\$ 29.36	\$ 29.67	\$ 30.21	\$ 30.25	\$ 30.51	\$ 30.77	\$ 31.03	\$ 31.30
3	\$ 29.90	\$ 30.18	\$ 30.46	\$ 30.77	\$ 31.03	\$ 31.35	\$ 31.61	\$ 31.87	\$ 32.13	\$ 32.40
4	\$ 31.00	\$ 31.28	\$ 31.56	\$ 31.87	\$ 32.13	\$ 32.45	\$ 32.71	\$ 32.97	\$ 33.23	\$ 33.50
5	\$ 32.10	\$ 32.38	\$ 32.66	\$ 32.97	\$ 33.23	\$ 33.55	\$ 33.81	\$ 34.07	\$ 34.33	\$ 34.60
6	\$ 33.31	\$ 33.68	\$ 33.76	\$ 34.07	\$ 34.33	\$ 34.65	\$ 34.91	\$ 35.17	\$ 35.43	\$ 35.70
7	\$ 34.52	\$ 34.97	\$ 35.08	\$ 35.17	\$ 35.43	\$ 35.75	\$ 36.01	\$ 36.27	\$ 36.53	\$ 36.80
8	\$ 35.73	\$ 36.27	\$ 36.39	\$ 36.51	\$ 36.53	\$ 36.85	\$ 37.11	\$ 37.37	\$ 37.63	\$ 37.90
9	\$ 36.95	\$ 37.57	\$ 37.71	\$ 37.84	\$ 37.90	\$ 37.95	\$ 38.21	\$ 38.47	\$ 38.73	\$ 39.00
10	\$ 38.65	\$ 39.51	\$ 39.71	\$ 39.87	\$ 39.99	\$ 40.10	\$ 40.38	\$ 40.70	\$ 41.15	\$ 41.63
11	\$ 40.35	\$ 41.46	\$ 41.70	\$ 41.90	\$ 42.08	\$ 42.25	\$ 42.56	\$ 42.94	\$ 43.57	\$ 44.25
12	\$ 42.06	\$ 43.40	\$ 43.70	\$ 43.92	\$ 44.16	\$ 44.40	\$ 44.73	\$ 45.17	\$ 45.98	\$ 46.88
13	\$ 43.76	\$ 45.35	\$ 45.70	\$ 45.95	\$ 46.25	\$ 46.55	\$ 46.90	\$ 47.40	\$ 48.40	\$ 49.50

**NOTE:** Per diem retro allowance = \$1500.00 per Flight Attendant (currently employed and active on the payroll in 2009). All employees hired prior to June 01, 2004 shall automatically receive the top rate in each category. All employees hired since June 02, 2004 shall receive the appropriate rate of pay according to their months of service

#### 4.02 TRAINING PREMIUMS

- .01 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.
- .02 A newly hired Flight Attendant shall be assigned as an additional crew member for the first twenty-five (25) credits and the Company will endeavor to pre-plan these credits on all aircraft types after completion of ground training.
- .03 The Flight Attendant trainee will be paid regular expenses and the minimum monthly guarantee for these training flights.
- .04 The Flight Attendant accepting an onboard training position shall be paid their regular rate of pay plus thirty (\$30.00) dollars per duty day during which they perform onboard training. Onboard training may include the line indoctrination and familiarization flights.

#### 4.03 MINIMM 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.

#### 4.04 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 15<sup>th</sup> - Increase 1st of the present month

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16th to 31<sup>st</sup>

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Increase 1st of the next month

- .02 Flight Attendants shall be provided with an itemized monthly statement of their pay and deductions. Such information will include: flight time, overtime, credits and debits, 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.
- .04 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 paycheque(s).
- .05 Each Flight Attendant shall be provided with a complete time sheet for the preceding month.
- .06 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.
  - (c) 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.
- .07 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 five (5) business days.
- 4.05 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 bank account on the first business day following the Flight Attendant becoming qualified. Such advances shall be deducted from the Flight Attendant's final pay(s) upon termination or layoff.
- 4.06 Each Flight Attendant trainee shall receive, after successful line indoctrination, an advance for the purpose of an appropriate onboard float. Such advance shall be determined by the needs of service and be placed in the Flight Attendant's bank account concurrent with the first pay deposit following the Flight Attendant becoming qualified. Such advances shall be deducted from the Flight Attendant's pay(s) upon termination of employment, layoff, or upon implementation of a cashless system. At no time will a Flight Attendant be disciplined for not having these funds in small denominations.

## Article 5 - SCHEDULING RULES, CREDITS, AND HOURS OF SERVICE

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. The fundamental objectives of the scheduling rules are to provide an orderly method of flight assignment with appropriate regard to the principles of seniority.

- 5.01 The Company agrees to maintain a real time website designed for Flight Attendant usage. This website will contain information including but not limited to the following:
- .01 All available open flying displayed in real time,
  - .02 Available reserve Flight Attendants in order of seniority by base and by day
  - .03 List of Flight Attendants who have signed up for voluntary WDO assignment. (System will be similar to current WDO tracker when fully implemented, access will be granted)

### 5.02 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. For middle duty periods where Pilots and Flight Attendants are required to travel together they shall have the same check in and check-out times.
- .02 The following will be the planned times for check in and check out:

Factors determining check-in/check-out times	Check-in	Check-out
At home base not requiring Customs Clearance/ Pre-clearance	60 min	15 min
At home base requiring Customs Clearance/ Pre-clearance	60 min	30 min
Away from Base requiring Customs	60 min	30 min
Away from home base	45 min	15 min
Deadheading not requiring Customs Clearance Pre/clearance	45 min	15 min
Deadheading requiring Customs Clearance Pre/clearance	60 min	30 min

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

- .03 If the Company should change the times Flight Attendants are required to be on board the aircraft to commence the boarding procedure, the check-in time will be increased accordingly. A pay credit (for pay purposes only) of point two five (.25) will be added to the end of each pairing operated by In-charge for the purpose of

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completing post flight duties as long as Flight Attendants are required to remit/record monies from onboard sales.

- .04 If transportation is required for the crew to get to the airport from the point of check-in and back to the point of check-out the Company shall be responsible to ensure such transportation is available.
- .05 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.
- .06 The maximum scheduled duty period will be thirteen (13) hours and thirty (30) minutes, but may be extended by one half (1/2) hour to fourteen (14) hours by Crew Scheduling for reasons of operational necessity. With the mutual agreement of the Flight Attendant(s) affected, said duty period may be expanded to fourteen and one half (14.5) on a day of basis.
- .07 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.
- .08 Notwithstanding .05 and .06 above, all scheduled duty periods affected by the silent hour provisions will be a maximum of thirteen (13) hours and forty-five (45) minutes, provided a break in the duty period exists of five (5) hours from scheduled arrival to scheduled departure and sleeping accommodation is provided. For scheduled duty periods that fall between the hours of 2300 and 0500, hotel accommodation will be provided where reasonable when the break is less than five (5) hours in duration.

**Note:** A continuous duty will be scheduled to consist of a maximum of two (2) flight numbers in the duty period (this will not apply to 'day of' situations).

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

- .08 For scheduled or projected 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 whenever there is availability. This shall include home base airports. Individual day rooms can be provided at non-approved Company hotels when rooms at approved Company hotels are not available.
- .09 The maximum number of scheduled landings in a single duty period will be seven (7). An eighth (8<sup>th</sup>) leg may be scheduled only if it is a deadhead or return to home base.
- .10 For the purposes of this section all ferry flights, deadheading and ground positioning will be considered operational.
- .11 For scheduling purposes where there are two or more classes of service, a minimum of two (2) Flight Attendants will be scheduled and carried. The ratio of Flight Attendant to passengers for any aircraft will be as per Transport Canada regulations. In the event a Flight Attendant is unavailable, the Company shall

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replace that Flight Attendant as per Transport Canada regulations, however Flight Attendants may elect to not operate under Operations Specification 69.

- .12 Flight Attendants will not be scheduled during the block award to work more than one (1) pairing in a calendar day unless the Flight Attendant waives this requirement in the bidding process. This requirement does not apply to continuous duties.

### 5.03 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 them duty. In the event contractual crew rest time is interrupted, it shall commence again. Self notification on the online Company crew tracking system is an acceptable method of notification of changes to the Flight Attendant's schedule. Once a Flight Attendant accepts the change, these changes will be considered final and all provisions of the Collective Agreement will apply. However, Crew Scheduling may contact a Flight Attendant up to one (1) hour prior to check-in to advise them 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.
  - (f) If as a result of delayed operations or reassignment resulting in an unscheduled overnight at home base, the Company may offer hotel accommodation. In this circumstance, the Flight Attendant may reduce their rest period, at their discretion, from twelve hours to a minimum of ten (10) hours.
  - (g) Crew rest is the contractual rest period prior to check-in, notwithstanding (d) above.
  - (h) The Company will endeavor, whenever possible, to construct multi-day pairings with descending scheduled duty times starting from the first day of the pairing.

Example:

Day	Duty Day Scheduled
1	13.5
2	13
3	11
4	10

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## 5.04 CREDITS - GENERAL

- .01 Unless otherwise noted, flight credits shall be referred to as "credit" and shall apply for flight time and duty time limitation purposes.
- .02 The daily standard credit is 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.

## 5.05 CREDITS - TRIP PERIODS

- .01 The accumulated flight time for the duty period, scheduled or actual, whichever is the greater on a per duty period basis,
- .02 In order to provide a balance between duty hours, flight hours, and total trip hours, the credits below shall apply to all trip periods;
- .03 For each trip period, or any other duty, the credits earned shall be the greater of (a) through (e) below:
  - (a) A minimum of four (4) and one half (1/2) credits (4:30) for each duty period for a block holder, partial block holder flight duties.
  - (b) A minimum of four (4) credits for reserve duty periods when no flight duty is assigned.
  - (c) The accumulated flight time for the duty period, scheduled or actual, whichever is the greater on a per duty period basis,
  - (d) One (1) credit for each two (2) hours of the duty period, scheduled or actual whichever is greater, or
  - (e) One (1) credit for each four (4) hours in a trip period, scheduled or actual whichever is greater.
- .04 Block growth (BG) is the amount of time that a Flight Attendant's actual credits may exceed the scheduled credits in .03 (b), (c), or (d) above, during the course of flying an awarded block.

## 5.06 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 and thirty minutes credit;
  - (b) One (1) credit for each two (2) hours on duty; or
  - (c) One half (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) or (c).

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- .03 Flight Attendants will be credited actual flight credits for pay and flight time limitations for all ferry flights as outlined in 5.05.02. (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 their duty day, they shall be credited with one-half (1/2) hour flight time for each hour so worked provided Crew Scheduling is notified with required information either electronically (i.e. ACARS, eform, or email or by phone message within forty-eight (48) hours of said duty period. No claim shall be made for work done during a period of less than thirty (30) minutes.

## **5.07 CREDITS - TRAINING**

- .01 For each training day the credits earned shall be the greater of (a) or (b) below:
  - (a) Minimum duty day credit of four (4) hours and thirty minutes (4:30) for training and a minimum of four (4) hours for French training,
  - (b) One (1) credit for each two (2) hours of training duty inclusive of deadheading.
- .02 Classroom training shall not be scheduled for more than nine and one-half (9 1/2) 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.
- .05 The daily standard credit will be paid for the completion of any pre-course material in conjunction with training. This will apply for pay purposes only and will not be applied to the calculation of the monthly guarantee.
- .06 Up to three (3) Training days shall be scheduled outside the blocking window during months where the blocking window is as per Article 5.18.02 at the discretion of the Company and identified in the monthly bid package. All training credits earned as a result will be paid out at straight time. During months where the blocking window is increased to ninety (90) credits as per Article 5.18.04, training credits will be inside the blocking window.

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## **5.08 CREDITS - VACATION**

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

## **5.09 CREDITS - SICK LEAVE**

- .01 When a Flight Attendant becomes unfit for duty they will, providing they have 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:
    - i. Prior to being assigned duty, four hours (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 they qualify for short/long term disability benefits, whichever is sooner.

## **5.10 CREDITS - PAID LEAVE/JURY DUTY**

- .01 When a Flight Attendant is granted a paid leave of absence in accordance with Article 18.13 (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 their date of return to duty.

## **5.11 CREDITS - HELD OUT OF SERVICE**

- .01 When a Flight Attendant is held out of service it shall be with pay and they shall be credited as follows:



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- (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 they are 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 their date of return to duty.
  - (e) When a Flight Attendant agrees to attend a meeting on their day off, they shall receive the minimum daily standard credit.
  - (f) When a Flight Attendant is required to attend a meeting with the Company prior to or after a work day, they shall receive flight credit for such time. This time shall be for pay purposes only, and shall not be included in the computation for over-projection or overtime as per Articles 5.24, 5.12, & 5.23.17.

## 5.12 CREDITS - OVERTIME

- .01 Credits earned in excess of eight-five (85) are overtime credits with the exception of those months where there is a high block window, as per Article 5.18.04 (d), overtime credits will be earned in excess of ninety (90) credits.
- .02 All overtime credits accumulated in accordance with this section will be accredited at a rate of one and half (1.5) credits for each overtime credit earned.
- .03 Overtime credits shall not be applied to result in an over-projection.

## 5.13 BLOCK GROWTH

- .01 Block Growth (BG) is the amount of time a Flight Attendant's actual credits may exceed the scheduled credits during the course of flying an awarded block. 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 destination and departure time 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 BG in the operated portion shall be paid and credited for that growth in addition to the scheduled time and credits.

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- .02 When during the course of flying a scheduled block, a Flight Attendant's actual credits exceed ninety (90) credits, the affected Flight Attendant may be released from all further duty. At the Flight Attendant's option, they may continue to fly their scheduled pairings. Any BG that exceeds the monthly limitation as per Article 5.12.01 will be paid at overtime rates.

#### **5.14 WORK DAY OFF (WDO)**

- .01 A WDO is the assignment of a Flight Attendant to any duty other than on their awarded block, except as provided for in "Reassignment."
- .02 Credits earned working WDO are overtime credits (minimum four (4).5 hours x one and one half (1.5) times (x) the hourly = (6.75) six hours and 45 minutes) Flight Attendants who have operated two (2) WDOs in the month will be eligible for two (2) times their hourly rate for their third WDO.
- .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.
- .04 The maximum number of WDO assignments permitted to be accepted by a Flight Attendant per month will be three (3) days.
- .05 Flight Attendants who elect to accept overtime opportunities, will sign up electronically on the Company WDO system. This system will display the seniority call out order. Crew Scheduling will assign WDOs in order of seniority to those Flight Attendants that have indicated their availability on the website prior to offering WDOs to the base seniority list.

**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) credits. 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 their 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) credits they will, within three (3) months of achieving twenty (20) credits and in agreement with the crew scheduler, drop a pairing(s) to reduce or eliminate their bank.
- .05 When the bank credit is twenty (20) credits or less, but is equal to or greater than any pairing on a Flight Attendant's awarded block they may at their option-and in

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- agreement with the crew scheduler drop a pairing(s) in their block to reduce or eliminate their bank.
- .06 When a Flight Attendant drops a pairing(s) their 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 their bid sheet or an automated bid entry system and with the pre-approval of the crew planning department, all or any part of their bank may be used for blocking purposes. Their block will be reduced by the number of credits taken from their 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, they 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 Company 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 credits 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 preferential bidding system (PBS). The selected system must be able to automatically generate schedules in accordance with seniority, pre-planned absences, training, reserve, partial blocks, and bid requests.

**Note:** Company agrees to manually construct 'partial' blocks under the current blocking rules used by Union Block Builders.

- .03 Flight Attendants on a medical reduced schedule will be required to bid a reserve schedule unless approved by their Physician to fly either 40-50 credit hours or 62.5- 67.5 credit hours in a bid month-
- .04 The Company shall be responsible for the awarding of all monthly blocks following the complete implementation of PBS.
- .05 The Union will monitor pairings and if deemed necessary identify and discuss pairing(s) considered too demanding with Crew Planning Management.

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- .06 The Union and the Company agree to a preferential bidding system that ensures each Flight Attendant is awarded their choice of pairings, days off or other duties specified by the Company in accordance with their seniority as detailed in these scheduling rules.
  - .07 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 and/or pairing to protect the Flight Attendant's working conditions. When a Flight Attendant loses flying time from their block, they shall be credited for such loss as if they had flown their block, except as provided for elsewhere in this agreement.
  - .08 The block rules shall be subject to revision by mutual 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 will construct and award as many full blocks as possible. Flying not assigned during block award will be published as open flying provided that the number of hours permitted to be dropped monthly into open flying will be mutually agreed upon between the Company and the Union on a monthly basis.
- .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 by base. 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.
- .03 The Company may, at its discretion, designate low blocking months by base.

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- (a) For months in which the Company designates a low blocking window, Crew Planning, through the monthly base bid package will identify a maximum number of employees (determined in full time equivalents) that will be permitted in seniority order to bid to the low blocking window.
  - (b) When a month is so designated, the blocking average for those individuals who elect to bid to the low blocking window for that month will be sixty-five (65) credits, with a blocking window of 62.5 to 67.5 credits.
  - (c) The minimum monthly guarantee for these individuals will be 62.5 credits.
  - (d) Acceptance of a low block window will be at the sole discretion of the Flight Attendant.
  - (e) The Company may not designate a low blocking month in a base in any month which the Company has established an increased blocking average for that base.
- .04 The Company may at its discretion designate high blocking months by base to a maximum blocking average of eighty-seven point five (87.5) credits.
- (a) This can occur four times per year per base with the exception of the month of December.
  - (b) The credit window for building blocks will remain at five (5) credits around this average.
  - (c) 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 the lower average of 82.5 credits based on their seniority.
  - (d) 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 ninety (90) credits.
- .05 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. Their availability will be reduced by the daily standard credit for each day that they are on vacation or LOA in that bid period.
- .06 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.
- .07 A reserve block shall consist of reserve days, training days, days off and/or vacation days as appropriate.
- .08 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 unless they waive the requirement of two (2) days to one (1) day.
- .09 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 must comply with all preferential seniority bidding and 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.

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## 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.
- (a) Full Block: minimum ten (10) days off.
  - (b) Partial Block:
    - i) Containing thirteen (13) or more duty periods, a minimum of ten (10) days off;
    - ii) Containing from five (5) to twelve (12) duty periods, inclusive, a minimum of eleven (11) days off; or
    - iii) Containing four (4) or less duty periods, a minimum of twelve (12) days off.
  - (c) 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:
- (a) 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;
  - (b) 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;
  - (c) 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/AIRPORT MOVE-UP

### .01 REASSIGNMENT

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

- a) When a Flight Attendant is contacted a day(s) prior to their 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 by 1830 hours the day prior to the affected flight.
- b) If more than one Flight Attendant has the same re-assignment period there may be assigned call-in times. In cases where multiple Flight Attendants with identical reassignment parameters are subject to reassignment, as a result of the following:

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- Cancellation of training;
  - Multi-crewed aircraft reassignment,
    - i) Flight Attendants will be assigned call-in times in order of seniority to ensure that seniority for assignment is honored.
    - ii) Call in time for next day assignments will be assigned, when necessary, between the hours of 18:30 and 19:00.
    - iii) For same day reassignments, Flight Attendants may be assigned call-in times immediately upon qualifying for reassignment.
  - c) Upon commencement of a pairing and where a Flight Attendant becomes subject to reassignment while they are at the airport, reassigned duty must be assigned within two (2) hours of the originally scheduled departure time. The Flight Attendant may be reassigned to flights that operate inside or outside of the two (2) hour period. However, they must be released immediately upon reassignment.
  - d) 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;
  - e) 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 either prior to the original check-in or after the original check-out, but not both. Further expansion beyond two (2) hours will be subject to the Flight Attendant's consent.
  - f) Unless originally scheduled for an overnight pairing a Flight Attendant will not be reassigned an overnight pairing without their consent.
  - g) 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 (2) hours. After check-in, the remainder of the duty may be expanded subject to Article 5.02.06.
- ii) While away from home base, middle duty periods may be expanded subject to Article 5.02.06. A minimum of ten (10) 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 (2) hours of the original check-out time and legal in all respects. Further expansion beyond two (2) hours will be subject to the Flight Attendant's consent and in accordance with Article 5.02.06. Flight Attendants who consent to expand beyond will receive compensation as per Article 5.20.02 (Airport Move-up) in addition to credits earned.

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h) If a Flight Attendant is reassigned from a day off to a training day, a duty period shall be dropped from their 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:

- i) Minimum daily credit,
- ii) Credit value of the dropped duty period, or
- iii) Actual duty credit

and also include the premium as outlined in Article 5.20.02 unless the reason for the training day is due to a failure to meet standards during a training event.

- i) If a Flight Attendant is reassigned from a multi-day pairing to training the Flight Attendant will be returned to their awarded block pairing for those days not being reassigned to training.
- j) Flight Attendants who are reassigned from training which is greater than three (3) consecutive training periods will have the option of reassignment or to stand reserve (as per Article 5.23) provided they have twenty-four (24) hours notice of the cancellation/removal of the said activity.
- k) The Flight Attendant shall receive credit for the greater of the original pairing or the reassigned duty.
- l) If the reassignment results in an over-projection, the over-projection will be resolved within the current month.
- m) If the Flight Attendant is reassigned from deadheading to operating the flight, the reassignment will be offered in order of seniority. This shall be considered an Airport Move Up.
- n) 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 they receive less than their block guarantee.
- o) 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 the applicable credits will be granted and placed in the Flight Attendant's overtime bank at their discretion.
- p) 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 flight(s) other than their own due to insufficient call-out notice of a reserve Flight Attendant in accordance with Article 5.23.05.



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- a) In order to prevent the cancellation or delay beyond thirty (30) minutes of a regularly scheduled flight(s), a Flight Attendant may have their pairing changed in accordance with Article 5.20.02 such that the change does not interfere with the continuance of the remainder of their block and in accordance with Article 5.20.01.04 and 5.20.01.06. 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.
  - b) A premium of three (3) hours credit, paid at the applicable hourly rate will be in addition to any other credits for each additional change to the Flight Attendant's originally scheduled flight(s). Each subsequent change to the original notification of Airport Move-up assignment will receive a further premium of three (3) hours credit. This situation may not occur more than twice per month per Flight Attendant without the Flight Attendant's consent.
    - i) The premium will be for pay purposes only.
    - ii) The Flight Attendant so assigned must be returned to their original flight schedule as soon as possible.
    - iii) If the reassigned Flight Attendant has been taken from any aircraft there will only be one class of service.
    - iv) Reserve Flight Attendants shall be eligible for Airport Move-up compensation as per above.
    - v) If Article 5.20.02.b) is breached the Flight Attendant shall receive compensation as per Article 5.14 (Work day Off)
  - c) The Company may Airport Move-up a Flight Attendant once per month with no financial penalty. Subsequent AMU's will receive the pay compensation of three (3) credit hours for each AMU thereafter. The Company will make every attempt to return the Flight Attendant to their originally scheduled pairing provided that the Flight Attendant's next scheduled flight from their original pairing departs within a reasonable time after their arrival flight operated under the AMU. Notwithstanding, the above the integrity of the Flight Attendants originally scheduled pairing should be preserved whenever operationally possible.

## 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 their next duty period, they will receive credit for all duty lost and the following procedures shall apply:
  - (a) Crew Scheduling will return such Flight Attendant to their pairing as soon as possible and when they have completed the appropriate rest period;
  - (b) They 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.

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## 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 their block within the current bid period. Flight Attendants 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 their block, a duty period shall be dropped from their block within the next bid period.
- .04 If the duty into a day off results in a Flight Attendant overnighing away from their base and deadheading to their base on a day off, crew scheduling shall return the Flight Attendant to their base over the most direct route with the least number of stops after their crew rest. The Flight Attendant shall receive all the applicable credits for the additional duty period, in addition to having either a duty period removed from the current bid period or the next bid period, if required, or the time placed in the overtime bank at the Flight Attendant's discretion.
- .05 If the duty into a day off results in a Flight Attendant overnighing away from their base and the Flight Attendant is subsequently assigned to duty other than deadheading to home base, the provisions of both Article 5.14 and ~~of~~ Article 5.22.02 shall apply.

## 5.23 RESERVE

- .01 A period of reserve duty shall not exceed fourteen (14) hours. Once assigned, assigned duty will be as per Article 5.02.06. 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 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 twenty (20) hours including unassigned time. A mobile device is considered an acceptable method of communication.
- .03 Crew scheduling shall not interrupt a Flight Attendant's contractual rest period in order to assign their duty. In the event contractual crew rest time is interrupted crew rest shall commence again. However, Crew Scheduling may contact a Flight Attendant up to two (2) hours prior to check-in to advise them of a delayed or cancelled departure.
- .04 A reserve Flight Attendant is responsible to ensure that they are available for call out by Crew Scheduling at any time during their reserve duty period.

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- a) Crew scheduling shall telephone the primary contact number provided to them by the Flight Attendant at least twice, with not less than fifteen (15) minute intervals between calls provided the flight(s) to be assigned are not within the two (2) hour call out period.
- b) If this Flight Attendant is not contacted and where the flight(s) to be assigned is within the two (2) hour call out period Crew Scheduling will deem them temporarily Unavailable on Reserve (UOR) and move on to the next available Flight Attendant.
- c) In cases where the originally contacted Flight Attendant calls back within fifteen (15) minutes of the initial call out they will not be considered UOR and shall be placed back on reserve.
- d) In any event where Flight Attendants are assigned work and where said assignment is changed or cancelled within fifteen (15) minutes of assignment there shall be no credit guarantee.
- .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 they are able to report sooner. No Flight Attendant shall be subject to discipline if they are 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, they shall be so advised by phone or self notified via Crew Trac Web, and they will be released from standing reserve and therefore are not obligated to be contactable 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 their preferences. If their preferred flying is not available, the Flight Attendant can indicate that they want to be designated as 'call first' for the next day. If a reserve Flight Attendant has not done the above, it is assumed that all available flying has been refused and they will be designated as 'call last'. Pairings that are available for bidding (identified by the appropriate base code) in open time will be assigned in order of seniority by base—to those flight attendants who called in requesting the pairing(s). Crew Scheduling will assign all known reserve flying by 2030 base local time.
- .08 A Reserve Flight Attendant shall automatically be off upon completion of an assigned multi-day pairing. Notwithstanding the above, as a last resort to prevent the cancellation of a flight, a multi-day pairing may be extended. The affected reserve Flight Attendant will receive a premium of three (3) hours credit (for pay purposes only) in addition to credits earned.
- .09 Reserve Flight Attendants must contact Crew Scheduling upon completion of single day assignments and may have further flights assigned up to the maximum duty as per Article 5.02.06.
- .10 In cases where the originally scheduled Flight Attendant resumes their multi-day pairing, the Reserve Flight Attendant will also be subject to further assignment as per Article 5.02.06. This could also include the assignment to another overnight.

- .11 It is the Flight Attendant's 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.
- .12 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.
- .13 If more than one (1) Flight Attendant has the required number of reserve days available to cover the pairing and is assigned the same reserve duty period(s), the senior reserve Flight Attendant shall have the right of first refusal for any duty that falls within this reserve duty period.

Flight Attendant	1st	2nd	3rd	4th
Senior #1	R	R	R	
Senior #2	R	R		
Senior #3		R	R	R
Senior #4	R	R	R	R

Example #1

Two day pairing 1<sup>st</sup>-2<sup>nd</sup>

- #2 will be assigned the pairing

Example #2

Three day pairing 1<sup>st</sup>-3<sup>rd</sup>

- #1 will be assigned the pairing

Example #3

Four day pairing 1<sup>st</sup>-4<sup>th</sup>

- #4 must be assigned the pairing

- .14 When a reserve block holder is assigned duty at least a day in advance, they shall be so advised and shall be released from standing reserve twelve (12) hours prior to the commencement of the assigned duty.
- .15 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.
- .16 A reserve block holder, assigned to a single day pairing or is released from their assigned pairing due to the originally scheduled Flight Attendant booking back on and assuming the pairing may be held at the airport for a further assignment, but at no time shall they be held at the airport for more than two (2) hours without assignment to a flight. The Flight Attendant may be assigned to a flight(s) which departs during or after the two (2) hour period however, if no assignment is made they shall be released for crew rest until the next duty day. The duty period for pay and limitation purposes shall end at release time.
- .17 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.

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- .18 Crew rest may be reduced to ten (10) 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.
  - .19 The Company agrees when a reserve Flight Attendant reaches eighty-five (85) credits, at their request they shall be released of all duties until the commencement of their next month (excluding WDO). Such release shall be in accordance with the provisions of Article 5.24.03. At no time will a Reserve Flight Attendant exceed ninety-five (95) credits hours per month.
  - .20 It shall be the responsibility of Crew Scheduling to ensure the credits that a Flight Attendant accrues throughout the month are tracked and recorded on a daily basis.
  - .21 In the event that a reserve Flight Attendant has been assigned to do the single duty period, they will not be assigned to an overnight pairing unless all remaining reserve coverage has been assigned. They 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 (30) minutes the reserve Flight Attendant may be assigned to an overnight. The affected reserve Flight Attendant will receive a premium of three (3) hours credit (for pay purposes only) in addition to credits earned.

## **5.24 AIRPORT RESERVE**

Preamble:

The Company may designate reserve Flight Attendant(s) to stand Airport Reserve.

The purpose of Airport Reserve is to protect the integrity of a flight in the following situations; last minute book-off, irregular weather operation, crew unavailability, crew misconnects, and crew requirements as a result of aircraft upgauge.

- .01 A Flight Attendant may contact Crew Scheduling the night before as per Article 5.23.07 and state their preference for assignment to an Airport Reserve period.
- .02 Once a Flight Attendant has been assigned Airport Reserve duty they shall be released from all duty until the commencement of their assigned Airport Reserve period.
- .03 A Reserve blockholder may be required to report to the airport to remain on standby for possible flight assignment. The duty period, for limitation and pay purposes, will begin at the required reporting time. If a flight is operated, the Flight Attendant will be paid:
  - (a) the minimum duty day credit or
  - (b) the aggregate duty period or
  - (c) the actual flight credit, whichever is greater.
- .04 Airport standby will be rotated among Reserve blockholders to effect time balancing but will not be assigned to the same Reserve Flight Attendant on more than two (2) consecutive days.

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- .05 A Reserve Flight Attendant will not be required to report for airport standby more than twice in any block month unless all other reserve at that base have in that month been required to report for airport standby twice.
  - .06 Airport standby will be for a maximum of six (6) consecutive hours. Assignment may be made to a flight departing within this six (6) consecutive hour period. A Flight Attendant may be assigned to a flight(s) that departs up to three (3) hours past the six (6) hour reserve period. If no assignment is made, they will be released until the commencement of their next scheduled reserve period. If a Reserve Flight Attendant receives an assignment that they are able to complete prior to the scheduled end of their Airport Reserve period, they will be required to remain at the airport until the end of their assigned airport reserve period.
  - .07 All base reserve must be utilized prior to the Company requiring an airport reserve flight attendant to accept an assignment that departs over three (3) hours from the time of assignment. At no time will the flight departure go beyond the following: six (6) hours of reserve period plus three (3) hours = nine (9) hour airport reserve period.
  - .08 A Flight Attendant who is on reserve for multiple reserve days may be assigned to a multi day pairing from Airport Reserve.
  - .09 Blockholders will not be required to stand Airport Reserve when subject to reassignment.

## **5.25 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 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, BG, assignment from reserve, or duty into a day off) shall be resolved by removing a pairing(s) or a portion of a pairing within the current bid period or the next month's bid period if elected by the Flight Attendant in accordance with the following:
  - (a) Flight Attendants will advise Crew Scheduling of such election and state their preference as to duty period dropped as soon as possible, but no later than 1400 the day prior to the release.
  - (b) Flight Attendants may become eligible under these provisions due to irregular operations while flying. In such cases they will advise Crew Scheduling at the first opportunity upon becoming aware that they may be eligible and state their preference as to duty period dropped.
  - (c) Requests made for over projection after 1400 the day prior may be granted at the discretion of Crew Scheduling, when coverage is available.

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**Note:** 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 credits may exceed their monthly maximum under the following provision:

On their last duty period of a month, a Flight Attendant may commence and complete said duty period provided that they will not exceed their monthly maximum by more than one-half (1/2) the blocked credit of their duty period. However, no Flight Attendant will depart their home base with more than their monthly maximum credits.

## **5.26 SCHEDULING RULES - SICK LEAVE BOOK-ON/RETURN TO DUTY**

- .01 When a Flight Attendant has booked off and subsequently advises Crew Scheduling that they are fit to assume flight duty, they will be returned to their awarded pairing if they book on prior to 1400 hours the day prior to scheduled flying or before 1000 hours on the day of operation when the next flight is a continuous duty.
- .02 If the Flight Attendant cannot be returned to their pairing, they may, at their option, choose to stand reserve or reassignment until they can be returned to their scheduled block.
- .03 If they book on after 1400 hours Crew Scheduling will have the option of returning the Flight Attendant to their original pairing or reassigning them.
- .04 A Flight Attendant assigned to reserve shall stand reserve for the hours of their originally scheduled pairing with the appropriate conversion to home base local time for check-in. I.e. Original check-in is 0800 local time YVR- YYZ Flight Attendant has booked off and books back on: Their new check-in time in YYZ is 1100.
- .05 When a Flight Attendant is ready to resume flight duty too late to allow them to bid for the next bid period, they will be assigned a reserve block.

## **5.27 BIDDING PROCEDURES**

- .01 The bid package will be published and available in appropriate font size in adequate supply for each crew room no later than the tenth (10<sup>th</sup>) by 1700 local time of each month preceding each bid period.
- (a) All changes to pairings must be published forty-eighty (48) hours prior to bid closing date. Upon mutual agreement between the Union and the Company, the closing bid date may be extended.
- (b) In the event of a schedule change or error, the Union 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 (16<sup>th</sup>) day of the appropriate month.

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- .03 Awarded blocks will be posted on the website not later than 1700 local time on the twenty-second (22<sup>nd</sup>) day of the appropriate month upon full implementation of PBS.
  - .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 to accommodate new technology and/or, the block rework in the case of a blocking error.
  - .05 The bid publishing and closing dates and schedule award dates may be extended by two calendar days as required by the Company.

**.06 BLOCKING ERRORS**

Blocking errors and conflicts shall not result in the Flight Attendant losing any of their minimum monthly guaranteed credits; however, they 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.

- (a) Errors discovered after the blocks are published will be corrected and rectified to the mutual satisfaction of the Union and the Company prior to the commencement of the affected operating month. The Company will provide each Flight Attendant with a detailed Reasons Report explaining how PBS processed their bid preferences in awarding their schedule on the twenty-second (22<sup>nd</sup>) of each month. Flight Attendants will then have until the twenty-fifth (25<sup>th</sup>) at 1700 to identify errors to the Company after which time the blocks will be considered as final and have no further amendments made.
- .07 The bid package shall contain the list of pairings available for bidding as well as an information package.
  - .08 The information package shall contain the following:
    - a) 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,
    - b) The names and seniority numbers of Flight Attendants by base on vacation, leaves of absence, on special assignment(s) or Union Committee days,
    - c) 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,
    - d) A list of all Flight Attendants at the base eligible to bid, along with their seniority number, and
    - e) A pairing calendar.
  - .09 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,



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- 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 "PU".

.10 Monthly Scheduling Information:

- a) Calendar Display of awarded pairings, days off, vacation, training etc.
- b) Total Credit for Month
- c) Crew Identification (Flight Attendant seniority)
- d) Flight Attendant language qualification
- e) Pairing Information
- f) Reasons Report

.11 The information in the bid package will include the ability to bid Purser or Flight Attendant position on a pairing by pairing basis. The awarded positions will subsequently be identified on the blocks in a mutually agreed format.

.12 If a Flight Attendant does not submit a current monthly bid, the Preferential Bidding System will revert to a Flight Attendant's default bid that all Flight Attendants are required to submit. The default bid shall indicate the type of flying, days off preferred and other personal preferences. The default bid will be submitted electronically into the Navtech system. A Flight Attendant may update/change their default bid at any time. No bids shall be accepted after the closing date and time.

.13 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. The Company will pay for any necessary training for Scheduling committee members on a ratio of 1:100 Flight Attendants per base. As well, the Union Scheduling Committee(s) will be consulted in the development of new bid parameters as they are being established for the new computer system. New bid parameters must be mutually agreed upon between the Company and the Union.

.14 The Company will pay for training of all scheduling committee members on an ongoing basis as required.

.15 All Flight Attendants will be given the opportunity to automatically submit monthly bids electronically. The Company is required to supply computers dedicated for the purpose of electronic bidding. The Company will ensure, where possible, that

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all layover hotels provide complimentary internet access and access to computers for bidding purposes. Information contained in Articles 5.27.08 and 5.27.09 will be provided by established electronic and printed means which will inform Flight Attendants of all leaves, training and absences in any upcoming month.

## **5.28 ALTERNATE TRIP COVERAGE**

- .01 Flight Attendants requesting alternate trip coverage will do so electronically. The request must be submitted a minimum of forty-eight (48) hours in advance to Crew Scheduling who shall approve or reject the alternate trip coverage within twenty-four (24) hours prior to the date of the trade.
- .02 Alternate trip coverage is subject to the following conditions:
- (a) The Company will pay the applicable credits as per Article 5 to the Flight Attendant who works the pairings.
  - (b) All expenses will be paid to the Flight Attendant who works the pairing(s).
  - (c) Sick leave provisions will apply to the Flight Attendant who has agreed to work the pairing(s);
  - (d) All contractual obligations are met.
  - (e) Credits accrued as a result of Alternate Trip Coverage will not be calculated for eligibility for the following Articles: 5.12(Overtime), 5.24 (Over-projection), 5.23.16 (Reserve).
  - (f) Flight Attendants shall not be permitted to accept a pairing through Alternate Trip Coverage when on vacation;

**Note:** The Company and Union recognize that a Flight Attendant's ability to trade shifts with other Flight Attendants is acceptable but it is not intended to allow Flight Attendants to be absent from the workplace for extended periods of time, to take alternate employment or be deemed not predictably available for work.

**Note:** Should the Company obtain an automated 'Real Time' interactive website, they shall enter into discussions with the Union on appropriate implementation features.

## **.03 OPEN FLYING:**

A Flight Attendant may trade for any unassigned pairings with the limitation that the Flight Attendants new monthly credit level is not less than two (2) hours of their block award, or up to a maximum of 85 credits. It is understood such work would be voluntary and, therefore, at straight time.

- .04 Approval for open trades that occur on or over a statutory holiday is subject to Crew Scheduling discretion.
- .05 Regular and partial block holders may call Crew Scheduling or review the open time website to query open pairing(s). To place their bid for open pairing(s), the Flight Attendant must call Crew Scheduling by 1200 local hours. Trades will be processed on the day of the request in order of seniority to those Flight Attendants bidding on open flights subject to Crew Scheduling approval. Flight Attendants shall be eligible to bid for open pairing(s) subject to the following:

- (a) A legal rest period has been observed, prior to operating an open pairing(s) and any duty for that day.
- (b) The open pairing(s) will not cause them to exceed their monthly flight time limitation or duty limitation.
- (c) The Flight Attendant will be paid in accordance with actual or scheduled duty of the open pairing(s) operated and such open pairing(s) shall replace the value of the original trip scheduled.
- (d) They will be available to cover their next scheduled pairing(s), and
- (e) The minimum guaranteed days off will be observed.

.06 Open pairing(s) shall be awarded to Flight Attendants daily as per the times specified below the day prior to scheduled operations.

- (a) Unassigned flying shall be awarded on the basis of seniority in the following order:

Article:	Preference Deadline:	Pairing Award Time:
Article 5.28.02 (Trades with Open)	Until 1200	By 1500
Article 5.20 (Reassignment)	No timeframe	By 1830
Article 5.23 (Reserve)	Until 1800	By 2030
Article 5.14 (Worked Day Off)	No timeframe	No timeframe
Article 5.20.02 Airport Move-Up	No timeframe	No timeframe

## 5.29 IN-CHARGE DESIGNATION

.01 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 work as In-Charge and be paid accordingly unless they elect to pass on the designation to the Flight Attendant (s) who are assigned under the following:

- (a) trade with open flying or
- (b) called out from reassignment or,
- (c) reserve, or
- (d) WDO for that flight.

.02 If neither scheduled Flight Attendant(s) wishes to work as In-Charge the replacement Flight Attendant shall be assigned the In-Charge position.

.03 In the event that an In-charge-relinquishes a pairing on a multi-crewed aircraft to another Flight Attendant, the In-charge position will be assumed in order of seniority to the Flight Attendants originally operating the pairing. The senior Flight Attendant shall have the option of staying in the F/A position if they were originally scheduled for that position. It is understood that in the application of this clause it will not result in the Company paying two Flight Attendants the In-charge rate for the same flight.

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## Article 6 - CREWING PARAMETERS

- 6.01 Multi and single crewed aircraft will not be operated in the same pairing. IC and F/A positions will be crewed from the same base.
- 6.02 Notwithstanding the above, if the Company has a bona fide need to mix single and multi-crewed aircraft types on the same pairing it shall be with mutual agreement of the parties with the following exceptions:
- .01 Upon introduction of new multi crewed aircraft in the Jazz fleet (e.g. Q400), the Company shall have the ability to mix with single crew aircraft (e.g. Dash 8 100/300) until the Company has begun to operate more than nine (9) aircraft. Upon introduction of the tenth aircraft, the Company will no longer be permitted to mix aircraft.
  - .02 Should Jazz experience a significant reduction in annual block hours below 360,000 (based on 6.0% of the 383,000 block hours from the 2010 annual CPA budget), the Company will be permitted to mix multi and single crewed aircraft in the same pairing for a temporary period. Once the flying levels increase above 360,000 block hours, the Company will no longer be permitted to mix single and multi crewed aircraft in the same pairing.
- 6.03 In accordance with .02 above, should the Company mix multi and single crew aircraft in the same pairing the following obligations will apply:
- .01 Jazz payroll system will be programmed to ensure the senior flight attendant on multi crewed aircraft is paid the IC rate regardless of language qualifications.
  - .02 Jazz preferential bid system will be enhanced to allow the awarding of the IC position on flights which are designated French because of the multi crewed aircraft sectors which fly to French destinations to the senior bidder at the Base regardless of language qualifications.
  - .03 The work rules of Airport Reserve and One free AMU Article 5.24 and Article 5.20.02.03 will not be available to the Company.
- 6.04 The IC position will be awarded in order of seniority on multi crewed aircraft despite language qualification, except in the case of Article 6.02.01 and 6.02.02 above in which case Article 6.03.01 and 6.03.02 shall apply .
- 6.05 The Company shall remove round-trip flights to a French designated route when it appears at the beginning or end of a multi day pairing in order to prevent that pairing from receiving the 'French' designation. Additionally, the Company agrees to manually adjust those pairings with a round-trip to a French destination inside a multi-day pairing by splitting the pairing into separate pairings when the pairing passes through home base. For the purposes of clarity, this is a manual process and 100% compliance may not always be achievable. Should the Company have the ability in the future to maximize the 'French' content in a pairing through the pairing optimizer they will endeavour to do so.

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## Article 7 - LAYOVER AND OTHER EXPENSES

### 7.01 LAYOVER EXPENSES

- .01 All Flight Attendants on flight duty, Deadheading or any other authorized Company business, shall be paid the following meal allowances, subject to the provisions of this Section. Where expenses are incurred in the United States of America allowances shall be paid in U.S. dollars. Where expenses are incurred outside of Canada and the United States of America the Company and Association shall meet to discuss the appropriate meal allowance for that country.
- .02 A daily incidental allowance shall be paid for:
- (a) Any single Duty Period pairing of seven (7) hours or greater.
  - (b) For each Calendar Day or portion thereof a multi Day pairing.

**Note:** The incidental allowance includes tips and gratuities.  
Meal allowances for the Canadian and US zones shall be in accordance with the following: The rates are inclusive of tax.

Effective August 1, 2010

	Zones	
	CDN \$	US \$
Breakfast	\$14.08	\$14.08
Lunch	\$18.56	\$18.56
Dinner	\$29.44	\$29.44
Incidental	\$15.98	\$15.98
<b>Total</b>	<b>\$78.06</b>	<b>\$78.06</b>

**Note:** The above allowances shall apply to all stations except those locations where increased rates have been determined by mutual agreement.

- .03
- .04 In the application of meal allowances in this section, actual Check-In and Check-Out times shall determine the appropriate meal allowance.
- .05 Notwithstanding .04 above an early arrival on the Flight Attendants last scheduled sector shall not reduce the published meal allowances.
- .06 At a Flight Attendants request, US allowances shall be deposited into the Flight Attendants US currency account; otherwise US allowances shall be converted to Canadian currency.
- .07 Starting January *July* 1<sup>st</sup>, 2011, zonal meal allowances will increase by two percent (2%) annually with the adjustment date being January *July* 1<sup>st</sup>.

### SINGLE DAY PAIRINGS

- .08 Flight Attendants on duty for a single Day Pairing (or any other duty where the Flight Attendant's Check In and Check Out for the Duty Period are at home

Base), shall receive the appropriate meal allowance in accordance with the following schedule:

Length of the Duty Period	Meals
(a) 4 to 09:59 hours:	1 full meal
(b) Over 10 hours:	2 full meals

**Note:** To determine which meal allowances will be paid, the following shall apply:

- .09 In the application of a) above, when the Check Out time at home Base is prior to 16:00(L) then the Lunch allowance shall be paid. When the Check Out time at home Base is later than 16:00(L) or the following Calendar Day then the Dinner allowance shall be paid. In the application of b) above one (1) Lunch and one (1) Dinner allowance shall be paid.

#### MULTI-DAY PAIRINGS

- .10 Flight Attendants on duty for multi-day Pairings, (or any other duty where the Rest Period is not at home Base) shall receive the appropriate meal allowance in accordance with the following.

##### FIRST DAY

CHECK-IN TIME AT HOME BASE	ALLOWANCE PAID
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Prior to 16:00(L)	Lunch, Dinner
16:00(L) or later	Dinner

##### MIDDLE DAY(S)

ALLOWANCE PAID

Breakfast, Lunch, Dinner

##### LAST DAY

CHECK-OUT TIME AT HOME BASE	ALLOWANCE PAID
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Prior to 10:00(L)	Breakfast
10:00(L) to 15:59(L)	Breakfast, Lunch
16:00(L) or later	Breakfast, Lunch, Dinner

#### ZONE FUNDS ALLOCATION

- .11 On the first day of a multi-day Pairing terminating in a zone other than the originating zone, the first scheduled arrival time (local) in that terminating zone, shall determine the U.S. meal allowance as follows:

- (a) Arrival between 0200 and 1259 (inclusive): Lunch, Dinner, or
- (b) Arrival between 1300 and 0159 (inclusive): Dinner, and
- (c) All other meal allowances within this Duty Period shall be paid in the CDN zone.

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- .12 On any day of a multi-day Pairing originating and terminating in the same zone, the meal allowance shall be paid in the applicable zone's funds for breakfast, lunch, and dinner.
  - .13 On the second and subsequent days of a multi-day Pairing originating and terminating in different zones, the last scheduled departure time (local) from the originating zone that day shall determine the applicable meal allowance as follows:
    - (a) Departure before 1200 (noon): Breakfast, or
    - (b) Departure between 1200 (noon) and 1759 (inclusive): Breakfast, Lunch, or
    - (c) Departure after 1800: Breakfast, Lunch, Dinner, and
    - (d) All other meal allowances within this Duty Period shall be paid in the terminating zone.
  - .14 All single day pairings shall be paid in CDN zone.
  - .15 The amounts provided for each meal period for flight attendants shall not be less than those provided to the pilots for each meal period.
- 7.02 The provisions of 7.06 shall apply to Flight Attendants on layover for training.
- 7.03 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 0030 and 0430 local time regardless of the availability of public transportation to a maximum of fifty (50) kilometers.
- .01 The Company shall provide transportation between the check-in location and the terminal building if they are not within reasonable walking distance at airports based on existing distances.
  - .02 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.

#### **7.04 AIRPORT PARKING**

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 they 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 their designated check-in locations.

#### **7.05 HOTEL CREDIT**

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

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## **7.06 MILEAGE**

Where a Flight Attendant uses their own car for company authorized purposes it is agreed that mileage shall be compensated in accordance with current Company policy.

## **7.07 TRAVEL DOCUMENTS**

The Company shall pay (for any non-probationary Flight Attendants) full costs of required visas, passports (including expedited fees), medical fees, inoculations, for Flight Attendants on Company business.

# **Article 8 - PROBATION**

### **Probationary Period**

- 8.01 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(s). This period will be extended by the length of any period of absence in excess of fourteen (14) consecutive days.
- 8.02 A Flight Attendant shall not be required to serve more than one (1) probationary period as stated in Article 8.01.
- 8.03 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.
- 8.04 Discharge, Discipline or Retention  
It is the sole and exclusive right of the Company 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 9 - SENIORITY - GENERAL**

### **9.01 Accrual of Seniority**

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.

### **9.02 Retention of Seniority**

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.

### **9.03 Use of Seniority**



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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.

9.04 Loss of Seniority

A Flight Attendant will forfeit seniority rights and their name shall be removed from the seniority list for the following reasons:

- (a) Resigns
- (b) If an employee is discharged and the employee is not reinstated through the grievance procedure or arbitration
- (c) Fails to return from an authorized leave of absence as per the agreed conditions without just cause
- (d) Laid-off for a period in excess of five (5) years
- (e) When an employee retires pursuant to the Company's retirement policy.

9.05 Transfers to Positions Outside the Bargaining Unit

- (a) A Flight Attendant who is transferred or promoted outside the bargaining unit to a managerial position shall not retain-seniority.
- (b) Seniority shall not govern, in any respect, transfers to non-flying duty or assignments to non-flying duty, supervisory duty or special assignment duty.

9.06 Continuous Service

A Flight Attendant's Company service date may 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 10 – SYSTEM SENIORITY LIST

10.01 Seniority list: Flight Attendant system seniority lists shall be prepared by the Company as of April 1<sup>st</sup> annually and published electronically on the Company website. This list will identify each Flight Attendant by name in seniority sequence, and it shall include;

- (a) Company employee number,
- (b) Company service date,
- (c) Date of entry into the scope of the agreement,
- (d) Adjusted date of seniority if applicable.

10.02 An addendum to the Employee System Seniority List shall be published October 1<sup>st</sup>. Such addendum shall reflect the deletion or addition of names, as the case may be, and shall be published electronically on the Company website, with hard copies provided to the Union/ crew room.

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- 10.03 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 they may protest within thirty (30) days after their return to duty.
- 10.04 Flight Attendants' names shall appear on the seniority list regardless of their probationary status.
- 10.05 The System seniority list shall subsequently be divided into a base seniority list for bidding and vacation purposes for each base. All base seniority lists shall be available electronically on the Company website with a hard copy to the Union.

## **Article 11 - TRANSFER TO POSITIONS INSIDE/ OUTSIDE OF THE BARGAINING UNIT**

### **Transfer to Supervisory/Managerial Positions**

- (a) Seniority shall not govern transfer to non-flying Supervisory/Managerial duty.
- (b) Selection of Flight Attendants for Supervisory/Managerial positions shall be at the discretion of the Company.
- (c) A Flight Attendant who is transferred or promoted to Supervisory/Managerial duty shall not retain seniority.

### **11.02 TRANSFER TO SPECIAL ASSIGNMENT POSITIONS**

- .01 Seniority shall not govern transfer to non-flying special assignment duty. These positions shall not be supervisory. A Flight Attendant on special assignment of any type shall not be involved in the discipline of any Flight Attendant.
- .02 Preference shall be given to Flight Attendants who are requesting re-assignment due to pregnancy or nursing, and to employees requiring modified work.
- .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 The specific working conditions applicable to the assignment shall be confirmed in writing to the Flight Attendant with a copy to the Union prior to the commencement of the special assignment.
- .05 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 unless extended as per *Article 11.02.07*.

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- .06 A short-term temporary assignment is one that lasts for less than ninety (90) days.
  - .07 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 shorter period or there are no other interested applicants.

**Note:** The above Article is not intended to be utilized for the purposes of training.

### **11.03 TRANSFER TO TRAINING POSITIONS**

- .01 Seniority shall not govern transfer to non-flying 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 advise the candidate accordingly and if requested, in writing.
- .03 Part-time training positions will be bid on and awarded to interested Flight Attendants with more than one (1) year of service. 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 training 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 Part-time Trainers shall be required to fly a minimum of thirty-seven and a half (37 1/2) credit hours per month. The thirty-seven and a half (37 1/2) credited hours will include vacation, reserve, and sick leave. Trainers may fly less than thirty- seven and a half (37 1/2) credit hours in a month in extenuating circumstances if mutually agreed between the Company and the Union.
- .05 The specific working conditions applicable, to the part-time training assignment shall be confirmed in writing to the Flight Attendant with a copy to the Union prior to the commencement of the training assignment.
- .06 A Flight Attendant on training assignment shall not discipline any Flight Attendant. Notwithstanding the above, Flight Attendant trainers will only be required to provide information to the Company with regard to non-compliance with Transport Canada training regulations.
- .07 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, and may be provided to the Union when issues arise. These evaluations will be collected in a confidential manner to ensure the privacy of the Flight Attendants completing them. The Company will consider information provided by the Union when determining whether or not to return the Flight Attendant to their full time flying position.

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- .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 facilitate 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.
- 11.04 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 they are able to exercise their seniority to accept recall in accordance with Article 12.

## Article 12 – REDUCTION IN FORCE

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. Should reduced blocks be offered they must be requested strictly on a voluntary basis by the employee.

### 12.01 Reduced Blocks in Lieu of Lay-off

- .01 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).
- .02 Should Reduced blocks be offered they will be established and constructed as follows:
- (a) The Company will determine the number of reduced blocks that may be built in any bid period per base.
  - (b) Reduced blocks will be constructed to have a credit level between forty (40) and fifty (50) credits per month. Blocks will be built within a five (5) credit window around the specified blocking average.
  - (c) Requests for reduced blocks will be awarded in accordance with the monthly bid package.

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- (d) 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.
  - (e) A reduced block holder will not receive the minimum monthly pay guarantee of seventy-five (75) credits. Their published credit will be used as their minimum monthly guarantee.
  - (f) Flight Attendants holding a reduced block may only volunteer for overtime one day per month.
- 12.02 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.
- 12.03 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 Union shall receive a copy of all lay-off notices.
- .01 Failure to provide the above notice as specified would result in fourteen (14) days pay to the Flight Attendant.
- 12.04 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.
- 12.05 A Flight Attendant, in receipt of lay-off notice, will be laid-off at the base of their last permanent assignment unless they exercise their seniority to:
- (a) Accept any vacancy in the system provided they notify the Company of their decision within fourteen (14) days of receipt of lay-off notice;
  - (b) Bump any junior Flight Attendant in the system provided that they advise the Company of their decision to bump the junior Flight Attendant within fourteen (14) days of receipt of lay-off notice.

**Note:** The only criterion for bumping is seniority. There shall be no reason, which shall prohibit a Flight Attendant from exercising their seniority. The only exception is if a Flight Attendant elects to bump into a designated OLA Province, it is understood that said Flight Attendant must attend, complete, and achieve the necessary French language designation in order to remain an active employee at that base. Flight Attendants who are unsuccessful as per the above will again be permitted to exercise their seniority under this Article.

- (c) For the period of time between the failure to attain the necessary language qualification until said Flight Attendant reports to their new location they will be paid the minimum monthly guarantee or portion thereof in accordance with Article 4.01. If the Flight Attendant has insufficient seniority to exercise their rights under this Article, they will be placed on laid-off status.
- (d) Only a Flight Attendant who elects to bump the most junior Flight Attendant in the system will be eligible for the provisions of Article 15 as described therein. Any Flight Attendant taking this option waives the right of recall to their original base except for as in (b) above; or
- (e) Accept a severance in accordance with Article 12.13.

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- 12.06 When a Flight Attendant exercises their seniority to bump in accordance with Article 12.04 (b), the junior Flight Attendant who has been bumped will be given notice in accordance with Article 12.02.
- 12.07 Flight Attendants who elect to exercise their seniority in accordance with Article 12.04(a) or (b) above, shall be expected to fill the vacancy/position at their new base effective the first month where the Flight Attendant is able to bid a full schedule. However, no Flight Attendant who elects to change their base in accordance with this Article will be required to commence duties at their new base with less than two (2) days free from duty (as per Article 5.19 Days off) since the last duty day at their previous base.

Example of Reduction in Force Timelines

Layoff Effective Date: August 17th

Layoff Notice Dated: July 1st

By July 14th Flight Attendant elects either option a, b, c, d

August Schedule= Existing Base

September Schedule= New Base

Layoff Effective Date: September 14th

Layoff Notice Dated: August 21st

By September 7th Flight Attendant elects either option a, b, c, d

Already has Sept Schedule

October Schedule= New Base

**Note:** It is understood that the benefits provided in this Article are in addition to those provided in Article 14.11.

- 12.08 Flight Attendants who have been laid-off must confirm their current address with the Company within two (2) weeks of such lay-off, and they shall promptly advise the Company in writing of any change of address.
- 12.09 Flight Attendants, laid-off due to a reduction in force, shall continue to accrue seniority for the duration of the layoff, but length of service for sick leave shall not accrue during the period of lay-off. Flight Attendants will not continue to accrue seniority for the purposes of vacation and pay progression.
- 12.10 At the request of the Flight Attendant, the Company will continue providing benefits subject to the Group Insurance Policy, i.e. dental, medical, extended health, provided that the employee pays the full cost of the premiums (on a monthly basis) through pre-authorized electronic debit . This shall be arranged in advance of the effective date of layoff.
- 12.11 Prior to any reduction in force which results in group lay-offs, the Company shall notify the Union as early in advance as possible of the action being taken in order to enable the parties to discuss possible ways of avoiding a lay-off or minimizing the adverse effects of lay-off.
- 12.12 Flight Attendants' rights under this Article shall terminate at the end of five (5) years from the effective date of lay-off or immediately upon the acceptance of severance in accordance with Article 12.05 (e). The Flight Attendant on lay-off status shall be deemed severed from the employ of the Company, unless re-employed with the Company within this period.

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- 12.13 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 13 – RECALL

- 13.01 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 Company of every available Flight Attendant assignment at every base as per Article 14. Such notice(s) shall be copied to the Union. Any temporary assignments will be subject to the terms of Article 14.10.
- 13.02 A laid-off Flight Attendant may decline 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.
- .01 Failure to notify the Company within the stipulated time limits will be considered a rejection of the temporary vacancy.
- 13.03 The Company will action SOPs in order of seniority as per Articles 14.02.02 and 14.02.03.
- .01 A Flight Attendant recalled to a permanent vacancy at their 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 their base, shall have their 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 14.03.
- .03 If any Flight Attendant accepts a temporary assignment at other than their base, they shall be returned to their base (last point of permanent assignment) upon completion or termination of the assignment.
- 13.04 All laid-off Flight Attendants who have SOPs on file will have five (5) business days from the date that the notice is delivered at the Flight Attendant's last known address, to notify the Company as to their intention to accept or refuse the vacancy. Any laid off Flight Attendants with SOPs who are offered a permanent vacancy at their home base must either accept it or be removed from the seniority list.
- 13.05 A Flight Attendant on layoff who accepts a recall or a vacancy shall have ten (10) business days from the date the recall is confirmed or the vacancy is awarded to report for duty at the designated base. The ten (10) business day period may be reduced or extended by agreement between the Company and the Flight Attendant.

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- .01 Flight Attendants who have accepted a vacancy or are recalled prior to the bid closing date for the following month's schedule shall be permitted to bid their schedule in accordance with the bidding process.
- .02 Flight Attendants accepting a vacancy or are recalled after the bidding has closed for the month, will be assigned a reserve block.
- 13.06 If vacancies still exist after exhausting all SOP options, the Company will then recall as per Article 13-Recall. Flight Attendants holding laid-off status at the base where the vacancies exist will be notified, in order of seniority, that they are subject to recall. Where there are no SOPs on file accepting any of the above Noted vacancies, these vacancies will be filled in reverse order of seniority by those on laid off status at their base. Recalled Flight Attendants must accept a permanent vacancy or be removed from the seniority list.
- 13.07 A Flight Attendant who accepts a permanent vacancy will not be permitted to reverse their decision. A Flight Attendant who accepts a temporary vacancy will not be permitted to reverse their decision, except under extenuating circumstances and as reviewed and accepted by the Company.
- 13.08 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.
- 13.09 A Flight Attendant's rights, under this Article shall terminate at the end of five (5) years from the effective date of the layoff, and the Flight Attendant shall be deemed severed from the employ of the Company unless re-employed with the Company within this period.
- 13.10 Any Flight Attendant recalled to a permanent position will be guaranteed a minimum of two (2) month's work.
- 13.11 Every Flight Attendant who has been laid-off or who otherwise has accepted a mitigation measure in lieu of the layoff ( i.e. special leave of absence) shall be entitled to a total of five (5) years recall rights.

## **Article 14 - FILLING OF BASE VACANCIES**

- 14.01 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 Attendant due to leaves of absence or maternity/child care leave shall be considered a temporary vacancy. In addition vacancies to meet increased staffing requirements occurring on a seasonal basis because of additional aircraft and/or the re-



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assignment of aircraft to a particular base for a period of up to six (6) months will be considered a temporary vacancy.

14.02

- .01 Short-term vacancies shall be filled by the assignment of reserves from one base to another.
- .02 Temporary vacancies at any existing base shall be filled in the following order:
  - (a) In order of seniority to active or laid-off Flight Attendants with a Statement of Preference (SOP) for that base;
  - (b) A Flight Attendant who bids a vacancy notice posted in accordance with Article 14.09;
  - (c) A graduate from a training class to the standards approved in accordance with the Company's operating certificate.
- .03 Permanent vacancies shall be filled in order of seniority by:
  - (a) In order of seniority to Flight Attendants with a Statement of Preference (SOP) on file for that base regardless of status provided that there is a planned return to work date;
  - (b) A Flight Attendant who bids a vacancy notice posted in accordance with Article 14.09;
  - (c) A graduate from a training class to the standards approved in accordance with the Company's operating certificate.

**NOTE:** Each vacancy under Article 14.02.03 above will be filled separately commencing with (a).

14.03

- .01 Flight Attendants (including those holding laid-off status) who desire to fill vacancies at bases may file a Statement of Preference electronically stating:
  - (a) The base or bases in order of preference to which they desire to fill a vacancy;
  - (b) Whether they will accept a permanent or temporary vacancy, or both;
  - (c) The Company will acknowledge electronically in writing to the Flight Attendant, the receipt of their Statement of Preference (SOP) 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.

**Note:** Flight Attendants on laid-off or inactive status who do not have access to the Company systems must ensure a hard copy of their Statement of Preference (SOP) is maintained at all times. The Company will respond in writing to acknowledge receipt of the SOP.

14.04

- .01 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 they be allowed to reverse their decision once they have accepted a vacancy awarded as a result of a Statement of Preference, unless mutually agreed between the Company and the Flight Attendant.

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- .02 Utilizing the Company's electronic form a Flight Attendant shall maintain on file a Statement of Preference. The Statement of Preference will become active on the date it is submitted and will remain as such until changed by the Flight Attendant. It is the Flight Attendant's responsibility to ensure the currency of information submitted.
  - .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 8.01.
  - 14.05 When a Statement of Preference is actioned, the Flight Attendant may refuse to accept the vacancy, provided they do so within five (5) business days of the Company actioning said Statement of Preference (SOP).
  - 14.06 The Company shall maintain the database with all Flight Attendant Statements of Preference on file. The electronic Statements of Preference will be copied to the Union who will be responsible to provide the Company with a designated email address.
  - 14.07 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 Union.
  - 14.08 When required pursuant to Article 14.02, notice of vacancies shall be posted as far in advance as possible at all bases. The notice will contain the following:
    - .01 Location,
    - .02 Approximate number and/or type of vacancies available,
    - .03 Date of commencement and if temporary, estimated length of vacancy; and,
    - .04 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.
  - 14.09 Bids shall be submitted electronically, in accordance with the terms of the vacancy notice. In order to complete the award, no changes to the Statement of Preference will be permitted after the closing date of the notice as .04 above.
    - .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 7 (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.
    - .02 For Flight Attendants who are assigned short term or temporary transfers under Article 13.02 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 their 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 their days off.

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- .03 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 14.02.03.
- .04 A Flight Attendant who accepts a temporary vacancy at other than their base, shall be returned to their base (last point of permanent assignment) at the termination of the vacancy.
- 14.10 A Flight Attendant shall be allowed a reasonable period between the time they are relieved of their duties and the time they are required to report at the new location. Such time shall be established in advance and have regard to the means of travel.
- 14.11 Moving Days
- In addition, the time allotted to Article 14.10 above, a Flight Attendant shall be granted Moving Days and thus shall be released from all duty for a period of seven (7) consecutive calendar days at such time as the Flight Attendant deems necessary (subject to mutual agreement) for the establishment of a new Domicile at the location of the new assignment.
- .01 The Flight Attendant shall be given the option of taking seven (7) consecutive calendar days or splitting the seven (7) days into two (2) parts. The Flight Attendant shall be granted the Daily Standard Credit for each calendar day.
- .02 The Flight Attendant shall provide notice to the Company prior to bidding of a Schedule for the month where these days will be taken. If the request is given to the Company after the Flight Attendant has bid for the month such request will be granted in extenuating circumstances where the Flight Attendant provides an explanation as to why notice could not be given prior to bidding which is deemed reasonable by the Company. In the event the Flight Attendant is permitted to take their Moving Days after the blocks have been constructed, they will receive credit for any Duty Period(s) dropped as if flown according to the schedule in lieu of a Daily Standard Credit for the seven (7) day period. Article 14.11 shall be applicable to all transfers within the department, except transfer as a result of mutual base exchange(s).
- 14.12 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.
- 14.13 Moving Days afforded to a Flight Attendant under Article 14.11 must be utilized within twenty-four (24) calendar months of the effective date of transfer.

## Article 15 - RELOCATION AND TRANSPORTATION

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15.01 Flight Attendants who transfer from one base to another pursuant to Article 14 shall pay their own moving expenses to the new base, except as provided in Article 15.02, 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 in accordance with the Company's Travel policy.

15.02 Flight Attendants who relocate at the Company's request, from one base to another base or as a result of base closure or partial closure, the Company will bear transportation costs, moving expenses of household goods, reasonable interim 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 in lieu).

.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 they are 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 (sourced through an approved Company Vendor) and living expenses for a period of thirty (30) days. Said period may be utilized where there is a delay in taking possession of a new household, or during the fifteen (15) credits outlined in Article 15.02.07-Time off.

.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 as related to .02 above.

.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 14.11 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.

15.03 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.

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.02 Bumping

In accordance with Article 12 - 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.

## **Article 16 – OPERATIONAL DISRUPTIONS**

16.01 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.

16.02 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.

16.03 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 layover in accordance with Article 16.04.

16.04 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.

- (a) The effective date of off-duty status will not be earlier than the effective date of the operational disruption.
- (b) Notice may be provided verbally and confirmed later in writing.
- (c) Where the Company is unable to verbally contact an employee at their home address to provide this notice; notice will be provided by registered mail to the address on file with the Company.

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.02 Effective Date

Once notified, Flight Attendants shall be placed on off-duty status as follows:

- (a) At 00:01 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
- (b) At 00:01 hours on the calendar day after the forty-eight (48) hours notice has expired; or
- (c) at 00:01 hours on the day after the termination of a scheduled vacation period, if notified prior to or during vacation; or
- (d) 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:

- (a) Sickness - Sick Leave Credits will not apply,
- (b) Vacation – Flight Attendants will be returned to the payroll for scheduled Vacations
- (c) Vacation/General Holiday Accumulation shall continue during off-duty status.
- (d) Seniority/Pay Progression Seniority and length of service shall continue to accrue for all purposes including pay progression.
- (e) 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 the purposes of calculating benefit premiums during the Flight Attendant's absence from payroll average earnings from three (3) months preceding off-duty status shall be used.
- (f) Point of Contact- Flight Attendants on off-duty status must advise the Company of a current point of contact.

16.05 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 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.

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- .03 Flight Attendants who cannot be contacted under the terms of Article 16.05.01 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.

#### 16.06 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 12, Reduction in Force.

## Article 17 - VACATIONS

- 17.01 For the purpose of calculating and recording annual vacation a “vacation year” has been established. The year begins January 1<sup>st</sup> and ends December 31<sup>st</sup>. Annual Vacation will be earned and taken in the same year as one works.

### 17.02 VACATION ENTITLEMENT

Length of Service with the Company for paid vacation entitlement and progression will not be retarded for any reason unless otherwise stipulated in this agreement.

- .01 Entitlements in the vacation years during which anniversaries occur are as follows;
  - 1<sup>st</sup> Anniversary year: Pro ration of fourteen (14) days as per Article 17.03
  - 2<sup>nd</sup> Anniversary year: Fourteen (14) calendar days or four (4) percent of gross income, whichever is greater.
  - 3<sup>rd</sup> to 5<sup>th</sup> Anniversary yrs: Twenty-one calendar days or six (6) percent of gross income, whichever is greater.
  - 6<sup>th</sup> to 9<sup>th</sup> Anniversary yrs: Twenty-eight (28) calendar days or six (6) percent of gross income, whichever is greater.
  - 10<sup>th</sup> and over Anniversary yrs: Thirty-five (35) calendar days or six (6) percent of gross income, whichever is greater.

#### 17.03

- .01 Notwithstanding Article 17.02 above, any Flight Attendant who is not scheduled to and who does not work a full “vacation year” will have the vacation entitlement pro-rated for that year, except as otherwise provided for by this agreement. The pro-ration formula is as follows;

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Number of days X Article 17.02  
On the payroll Service Entitlement

Equals: Vacation Entitlement Rounded Up  
365

- .02 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 entitlement and vacation progression purposes.
- .03 Time off duty on account of injuries as covered by Worker's Compensation Board of each Province shall be included in the computation of service for vacation entitlement and vacation progression purposes.

#### 17.04 GENERAL HOLIDAY ENTITLEMENT

- .01 General Holidays will be accrued on the basis of four credits (4:00) for the following ten (10) statutory holidays to a maximum of forty credits (40:00) per year.

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

- .02 A Flight Attendant will be entitled to general holidays as **Noted** above, if they were on payroll at the time of the general holidays.
- .03 In the event that a Flight Attendant wishes to be paid out financially for general holidays, they may do so by a written request to Crew Planning. Payout may take place once the general holiday has been earned.

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

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

17.06

- .01 A Flight Attendant who is unable to take their 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 layoff or at any time during the layoff 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 31<sup>st</sup> of any year.



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- .02 Credits
    - (a) Laid-off Flight Attendants who take pay in lieu of vacation as per 17.06.01 (a) shall be paid two percent (2%) of their total wages earned during the period to which the entitlement applies for each week of vacation and general holidays due, prorated for a part month.
    - (b) Flight Attendants who do not take pay in lieu of vacation in accordance with Article 17.06.02 (a) but elect to take vacation on return to duty will be paid in accordance with Article 17.07.
  - .03 A Flight Attendant who is unable to commence their 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 31<sup>st</sup> 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 18 may request their outstanding vacation and general holiday period be changed in accordance with Article 18.10.
  - .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.
  - 17.07 Flight Attendants who are entitled to annual vacation as determined by Article 17.02 and general holidays as determined by Article 17.04 may split the actual entitlement as follows;

Total Actual Entitlement (after pro-ration)

- 0-7 calendar days - 1 period
- 8-14 calendar days - 1 or 2 periods
- 15-21 calendar days - 1, 2 or 3 periods
- 22-28 calendar days - 1, 2, 3 or 4 periods
- 29-35 calendar days- 1,2,3,4 or 5 periods
- 36 calendar days plus- 1,2,3,4,5,6,or 7 periods

**Note:** No splits shall be less than four (4) calendar days.

## **17.08 BID AND AWARD PROCEDURES**

- 01. No later than August 15<sup>th</sup> of each year the Company will publish by base:
  - (a) Vacation entitlement for each Flight Attendant (with or without pay) to be taken in the following year (if a period of vacation entitlement will be without pay the Flight Attendant is not obligated to take that time off), and,
  - (b) Number of Flight Attendants allowed to take vacation at any one time.

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- (c) The designated time and date for each Flight Attendant's automated bid.
- .02 Flight Attendants will be required to submit their vacation preferences for the following vacation year electronically (or by phone until such time as a mutually agreed to automated bidding system is implemented) during the Flight Attendant's assigned bidding time. This bidding will normally commence on September 15<sup>th</sup> but at no time later than October 30<sup>th</sup>. Should the requirements deem these dates not feasible the Company and the Union will mutually agree on changes of the dates.
- .03 When a Flight Attendant becomes aware that they have failed to submit their vacation bid during their designated time slot, they can bid and be awarded their choice from the remaining open slots as soon as they access the vacation bidding system during the appropriate round.
- .04 If the Flight Attendant does not submit a bid during the entire awarding process, they shall be assigned vacation from the remaining open slots and general holidays will be banked.
- .05 New hire Flight Attendants who have successfully completed their line indoctrination with the Company prior to the start of the annual vacation bid process will be eligible to participate.
- .06 The number of vacations allocated each month is established by the Company. A minimum of one-three hundred and sixty fifth (1/365<sup>th</sup>) of the total yearly vacation (including stats) earned by each Flight Attendant will be available for bid each month.
- .07 If after the completion of the annual vacation awards, there is a change in crew requirements, an adjustment to the vacations granted during any given month will be made by mutual agreement between the Company and the Union. The Company will notify Flight Attendants electronically of open vacation slots through the monthly vacation bid process.
- .08 All awards will be posted as soon as all bidding is complete but no later than December 1st. All awards shall be considered final once posted.
- .09 All vacation cancellations within the current bid period shall be filled in accordance with Article 17.08.10. All vacation cancellations in the next or subsequent bid periods shall be included in the monthly open vacation bid process.
- .10 In the event that the Company determines that additional vacation periods are available during the vacation year a Flight Attendant may indicate their desire to change their 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 will be awarded in accordance with seniority.
- .11 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 re-bid, during the monthly open vacation bid process.

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- .12 All vacation periods will 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 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 responsibilities not at the Company's request will not be compensated by the Company.
  - .13 When bidding for vacation entitlement electronically through the live bid system, Flight Attendants will have the opportunity to view and bid for all open slots available to them at that time. When submitting a standing bid in the absence of accessing the bid system during their bid slot, it is recommended they include a broad "date range", alternate dates and minimum number of days acceptable to ensure enough flexibility such that their bid can be awarded in accordance with availability and seniority.
  - .14 A Flight Attendant may bid up to a maximum of three (3) guaranteed days off in conjunction with each scheduled vacation period. These guaranteed days off will take precedence over requests of Flight Attendants more senior who do not have vacation or statutory holidays in the bid period. Limitations to utilize up to three (3) guaranteed days off for vacation periods is subject to Article 5.19 Days Off.
  - .15 Flight Attendants may elect to bid any portion of 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.

## **17.09 CREDITS**

- .01 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.

## **17.10 GENERAL HOLIDAYS**

- .01 Flight Attendants will earn credits for general holidays in accordance with Article 17.04 General Holiday Entitlement.
- .02 The flight credit earned in (1) above will be placed in the Flight Attendant's time bank.
- .03 The Flight Attendant may request general holiday time off in three (3) ways:
  - (a) All general holidays bid as per Article 17.08.15 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

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- (c) The Flight Attendant may request time off after publication of the blocks by requesting specific days off. The amount debited from their general holiday bank will depend on the credit taken off, I.e. a request for a six (6) credit day off will result in a debit to their 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 Flight Attendants can request that any/all associated statutory credits earned and deposited in their bank for the year to be transferred into their sick bank.

## Article 18 - LEAVES OF ABSENCE

### 18.01 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. 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.

18.02 Flight Attendants who have been granted a Leave of Absence pursuant to Article 18.01 will continue to accrue seniority during such periods of approved leave. Salary and vacation progression will be retarded after six (6) months. Salary and vacation progression will not be retarded for any leaves offered in lieu of layoff.

18.03

.01 Leaves of Absence on account of illness or injury will not retard salary or vacation progression and vacation entitlement will be as per Article 17.05.

.02 A Flight Attendant returning from extended sick leave must have been declared fit by a medical Physician before returning to line duty. A copy of the medical clearance must be supplied to Occupational Health Services prior to the commencement of duties. A Flight Attendant will be compensated the Daily Standard Credit for each calendar day from the period of medical fitness as **Noted** above until the commencement of training and will therefore not suffer any loss in pay pending the completion of any Transport Canada Required Training.

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**Note:** If there is a delay in attending training after the Flight Attendant's return to work date, for reasons other than the availability of training, said period will be unpaid.

18.04

.01 Prior to operating as a Flight Attendant, they must pass the Emergency Procedures Training Examinations, if their 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 their emergency procedures training during their 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.

18.05 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 18.01. Applications to engage in gainful employment will not be unreasonably withheld. Flight Attendants who engage in employment contrary to the intent of this Article, may be terminated.

18.06 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.

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

18.08 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.

## **18.09 LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES**

Every Flight Attendant shall be granted a leave of absence from employment in accordance with 18.09.01 and 18.09.02.

.01 Subject to the Canada Labour Code provisions where a Flight Attendant provides her employer with a certificate of a qualified medical Physician certifying that she is pregnant, and where said medical Physician offers objective medical information which states continuing any of her current job functions may pose a risk to her health or to that of the fetus or child, 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 18.09.06.01 and 18.09.06.02, the Company reserves the right to require an employee who elects to continue flying while pregnant to provide, every two weeks, the Occupational Health Department

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- with a certificate from her personal physician stating that she is fit to perform flight duty.
- .02 Subject to Article 18.09.03, where a Flight Attendant has or will have the actual care and custody of a newborn child, that Flight Attendant is entitled to and shall be granted a Leave of Absence from employment of up to thirty-five (35) weeks commencing, as the Flight Attendant elects;
- (a) In the case of a female employee:
- i) On the expiration of any Leave of Absence from employment taken by them under Article 18.09.01;
  - ii) On the day the child is born; or
  - iii) On the day the child comes into her actual care and custody.
- (b) In the case of a male employee:
- i) On the expiration of any Leave of Absence from employment taken in respect of the child by a female Flight Attendant under Article 18.09.01;
  - ii) On the expiration of any Leave of Absence from employment taken in respect of the child by a female Flight Attendant who is entitled to such leave on account of their pregnancy under the laws of a province;
  - iii) On the day the child is born;
  - iv) On the day the child comes into his actual care and custody,
  - v) Subject to 18.09.03, where a Flight Attendant commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for adoption of a child that Flight Attendant is entitled to and shall be granted a leave of absence from employment of up to thirty-five (35) weeks commencing on the day the child comes into the Flight Attendant's care.
- .03 The aggregate amount of leave of absence from employment that may be taken by two (2) Flight Attendants under Article 18.09.02 in respect of the birth or adoption of any one (1) child shall not exceed thirty-five (35) weeks.
- .04 Every Flight Attendant who intends to take a Leave of Absence from employment under Article 18.09.01 and 18.09.02 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 18.09 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 18.09.06.01 and the provision of the Canada Labour Code (CLC), no employer shall require a Flight Attendant to take a leave of absence from employment because the Flight Attendant is pregnant.

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- .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 job, within their medical restrictions, 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 job within their medical restrictions 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 If the Company is concerned with the pregnant Flight Attendant's ability to perform the essential functions of her Flight Attendant duties, an assessment will be conducted with the Occupational Health Department to determine fitness.
- .07 Every Flight Attendant, who intends to or is required to take a Leave of Absence from employment under Article 18.09, 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. For this purpose, "informed in writing" shall mean that the Company will grant access to the recruitment website for job postings.
- .08 Every Flight Attendant, who takes or is required to take a Leave of Absence from employment under Article 18.09, shall be re-instated 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
- a) The Group Insurance of any Flight Attendant, who takes or is required to take a leave of absence from employment under Article 18.09, shall be permitted Group Insurance coverage as per the Group Insurance policy provisions during the period of the leave for a maximum of seventeen (17) weeks under the provisions of 18.09.01 and a maximum of thirty-five (35) weeks under the provisions of Article 18.09.02.
  - b) 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 18.09.09(a), the Flight Attendant will provide the Company with the necessary banking information for direct withdrawal for the full applicable costs of the benefits.
  - c) Where a Flight Attendant exceeds seventeen (17) weeks of leave under the provisions of 18.09.09(a), they may elect to maintain their applicable Group Insurance, provided that they provide the Company with the necessary banking information for direct withdrawal for the full applicable cost of the benefits for the period in excess of seventeen (17) weeks.
  - d) For the purpose of establishing coverage for Group Insurance of a Flight Attendant, who fails to pay the monetary contribution required by Article 18.09.09(b) employment on the Flight Attendant's return to work, shall be deemed to be continuous with employment before their absence.

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- e) 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 18.09.09(d), employment on the Flight Attendant's return to work, shall be deemed to be continuous with employment before their 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 Article 18.09.05 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 18.09 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 18.09 in any decision to promote or train the Flight Attendant.
- .12 Additional Child Care Leave
- (a) At the request of the Flight Attendant, a Flight Attendant may elect to extend their parental leave for a period of three (3) months without pay.
  - (b) A leave of absence up to two (2) years, without pay, commencing upon the expiration of the leaves specified in Article 18.09.01 and.02 will be granted to a Flight Attendant, upon written request, when their health or that of their child requires it. The Company requires a written request be accompanied by a certificate of a qualified medical Physician.
  - (c) 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 18.09.

## **18.10 PATERNITY LEAVE**

A Flight Attendant whose partner has given birth or who has adopted a child will be granted two (2) days of paid paternity leave at the time of birth of their 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 their pay will be protected. Should a Flight Attendant choose not to stand reserve, the additional time lost will be without pay.

## **18.11 COMPASSIONATE AND BEREAVEMENT LEAVE**

- .01 Bereavement Leave



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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 their family without providing an explanation.

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

- (a) Where there is a death of their;
- Partner, Spouse,
  - Parent or step parent,
  - 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 their 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.

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.03 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, Inflight Services 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 their 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.

## 18.12 MARRIAGE LEAVE

- .01 The Company shall grant, upon written request from the Flight Attendant, up to five (5) consecutive days off, for an employee to attend their own wedding. It is understood that these days off will be part of the minimum guaranteed days off. Upon request, substantiation may be required.
- .02 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.

## 18.13 JURY DUTY - WITNESS DUTY

- .01 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.
- .02 The Company will compensate a Flight Attendant for the actual loss of salary when they appear as a witness before any Court, Board, Commission or Administrative Tribunal to testify on matters related to their 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.

- .03 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).
- .04 The Flight Attendant's pay deposit will be reduced by an amount equal to that

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received from the Court (excluding monies allowed by the Court specifically for meals, travel and other such expenses).

.05 Time off to attend these proceedings shall be without loss of seniority.

## **Article 19 – SICK LEAVE**

19.01 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 twenty (20) hours per year, from their sick bank, may be utilized for personal family care credits. Sick leave credits will be expressed in terms of flying hours.

.01 Family care credits may be used due to illness or injury of a child, spouse, or for an unforeseen family emergency for which the Flight Attendant is required to address during work hours. Where a Flight Attendant elects to use Family care credits and such requirement is known in advance, they shall inform Crew Scheduling as early as possible.

19.02 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 forty (140) hours.

19.03 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, a Flight Attendant may continue using sick credits if the Flight Attendant has sufficient sick credits banked. Such notification must be given within the initial seven (7) day period in order to extend from seven (7) to fourteen (14) days.

19.04 When a Flight Attendant becomes ill for all or any portion of a scheduled day they will be paid and utilize actual credit hours missed from their sick leave entitlement providing they have sufficient accumulated sick leave for pay purposes and flight time limitations in accordance with Article 5.09 Credits- Sick Leave. It is the responsibility of a Flight Attendant to immediately notify their department Manager of absences due to illness. If there is no notification, absence may be considered absent without pay.

19.05 A Flight Attendant may use credits banked as overtime or earned stats to replenish their sick bank.

19.06 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. The medical certificate will not be requested after the Flight Attendant has returned to work. When a Flight Attendant has been absent, in excess of seven (7) working days, a medical certificate may be required before returning to duty.

### **19.07 AWAY FROM HOME BASE**

.01 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 their occupation or to the countries in which they performed services, shall be

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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.

- .02 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.
  - .03 It is understood; the Company will pick up the difference between the cost incurred and that covered by any existing plan.
  - .04 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.
  - .05 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.
  - .06 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.
  - .07 This route of transport does not include cockpit observer's seat on Company aircraft.
- 19.08 When a Flight Attendant is transferred to non-flying duties with the Company on account of physical/mental incapacity because of sickness or injury or becomes sick or injured while on such non-flying duty, they shall retain their seniority during such period of sickness or injury until they are able to return to flying duty or are 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.

## **19.09 MEDICAL EXAMINATIONS**

- .01 Except in accordance with Article 19.07 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, they 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 examination(S)/evaluation(s) such that are necessary to determine fitness for work. The examination(S)/evaluation(s) will be performed by a specialist or physician, who may be chosen from a list of practitioners provided to the employee by the Company, or by a specialist or physician, in the applicable medical field, of the Flight Attendant's choice.
- .04 Said medical practitioner as per above shall submit a report on the Flight Attendant's health, fitness for work, along with any restrictions or limitations to the Company Medical Officer.
- .05 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 additional

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appointments or examinations related to their condition arranged by the Company medical officer or may choose an alternative qualified medical practitioner who is mutually agreed upon by the Company and the Flight Attendant. Should these two medical doctors in .03 and .04 above be in agreement with the Flight Attendant's fitness for duty, then the matter shall be closed.

- .06 Should the examination described in .04 above be inconclusive or conflicting, the Flight Attendant may be requested to submit to a third examination/evaluation by a medical specialist, mutually agreeable to the two (2) medical practitioners above. The findings of this third process shall be deemed to be conclusive.
- .07 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, they shall suffer no loss in pay.
- .08 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.

#### **19.10 SHORT TERM DISABILITY CLAIMS**

- .01 For the purposes of calculating Short Term Disability entitlements of the members entitled to same under the Collective Agreement, the remainder of the first month in which Short Term Disability is claimed will be based on the amount of remaining credits in that scheduled month.
  - .02 For each subsequent month, Short Term Disability will be calculated based on the Flight Attendant's average weekly salary from the previous six (6) months. Appropriate adjustments will be made for extended periods off due to leave of absence, etc.
- 19.11 Flight Attendants who commute to their assigned base by air will, with prior approval from their manager, be permitted to fly back to their domicile after booking off due to illness, provided they are not restricted from doing so due to the nature of their illness.

### **Article 20 - RETURN FROM DISABILITY**

- 20.01 The Company and the Union recognize that every injured or ill employee returning to work or accommodation is considered to be a valuable component to the ongoing success of the Company. It is understood that the returning employee, the Union and the Company will work proactively to ensure a successful return to work which could include a permanent or temporary accommodation.
- 20.02 Flight Attendants shall be returned to work at the appropriate time following an injury or illness if the employee is capable of performing the essential duties of the pre-

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- injury/illness job or any other accommodated work that they may be capable of performing with reasonable additional training provided by the Company.
- 20.03 The Parties recognize their duty to accommodate an ill or injured Flight Attendant in accordance with their restrictions and limitations in order to facilitate a safe return to work to the Flight Attendant's pre-injury job or when required on a temporary basis other suitable and available work that is meaningful and productive as per Article 11.02.04
- 20.04 At no time will a Flight Attendant on a temporary return to work accommodation perform duties that may result in discipline to a member of any unionized group.
- 20.05 Health care benefits, while a Flight Attendant is on a compensable claim from the applicable Provincial Worker's Compensation Board, short-term or long-term disability claim will continue to the level provided to active Flight Attendants provided said Flight Attendant has elected to continue their health care benefits while on leave.
- 20.06 Pending the payment of Provincial Worker's Compensation Board (WCB) benefits, an employee absent from work due to an injury or illness that may be the subject of the WCB claim but is denied, will be eligible to file a claim under the Short-term Disability Program provided that they have filed a WCB appeal for denied benefits. In the event that the claim is approved by the WCB, it is understood that the Flight Attendant will be required to reimburse any payments made through the short-term disability program in accordance with the plan policy.
- 20.07 It is understood that where a Flight Attendant is on an approved disability claim and where it is determined that they are able to perform alternate work in accordance with their restrictions and limitations they are obligated to do so. If no accommodation is immediately achieved and where the Flight Attendant continues to be eligible for disability in accordance with the plan rules through the Group Insurance carrier, they will remain on Short-term Disability (STD) or Long-term Disability (LTD) until one of the following occurs:
- a successful return to Flight Attendant duties,
  - accommodation can be arranged as per Article 20.03 and 20.04 for the duration that the Flight Attendant continues to be unable to perform their essential duties,
  - the Flight Attendant reaches definition change,
  - it is deemed the Flight Attendant is no longer restricted.
- 20.08 Flight Attendants who have been deemed totally disabled from future employment, as a Flight Attendant with the Company, will be eligible to apply for positions within the Company for which they are qualified or have the right to severance as per Article 12.12.
- 20.09 Flight Attendants returning from sick leave/modified work to a full-time or medically reduced schedule may be permitted to attend any necessary training prior to their scheduled return to work date where they provide the Occupational Health department objective medical evidence from their physician indicating they are fit to do so.
- 20.10
- .01 Flight Attendants who have been cleared to return to work by their physician and who have provided the appropriate clearance to the Occupational Health department prior to the bid closing date for the following month's schedule shall be permitted to bid their schedule in accordance with the bidding process.
- .02 When a Flight Attendant has provided the appropriate clearance to the Occupational Health department in order to return to work after the bidding has

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closed for the month, they will be assigned a reserve block in accordance with Article 5.26.05.

- .03 Once the Flight Attendant provides the Occupational Health Department with sufficient medical evidence supporting their return to work, they shall be deemed to be an active employee as of the date indicated by their treating Physician as per Article 18.03.02.

## **Article 21 - TECHNOLOGICAL CHANGE**

- 21.01 Technological change in this Article shall be defined as in the Canada Labour Code Part I.
- 21.02 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.
- 21.03 Upon request, the Company shall supply the Union with a statement setting out:
  - .01 The nature of the technological change,
  - .02 The date on which the Company proposes to effect the technological change,
  - .03 The approximate number and type of Flight Attendants initially likely to be affected by the technological change, and
  - .04 In general terms, the main operating features of the new equipment and resultant changes in operating procedures.
- 21.04 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 9 of this Agreement shall prevail.
- 21.05 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.
- 21.06 The Company agrees to meaningfully consult with the Union, within thirty (30) days of the filing of the notice specified in Article 21.02, 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.
- 21.07 If any dispute arises between the Parties in relation to technological change, the matter shall be subject to grievance in accordance with Article 25 commencing at Step 2.

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## Article 22 – UNIFORMS

- 22.01 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.
- 22.02 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.
- 22.03 The uniform committee will be provided with sufficient information regarding the fabric samples in relation to any testing as to the safety and durability of proposed uniform items and upon request will be provided with copies of any test results obtained by the Company.
- 22.04 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 their fitting, this will be scheduled as a preplanned absence on their schedule or on a working day with no loss of pay to the Flight Attendant.
- 22.05 The cost of the initial uniform items will be shared equally between the Company and the Flight Attendant. When a change in design or color 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.
- 22.06 Company personal identification pin 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.
- 22.07 Uniform items which are optional or in addition to the basic uniform as specified in Article 22.10 will be paid one hundred (100%) percent by the Flight Attendant.
- 22.08 The company will pay one hundred (100%) percent of the cost of any promotional uniform.
- 22.09 Uniform Account: A uniform account will be established for each Flight Attendant with a credit of three hundred and fifty dollars (\$350.00) per year for the purchase of uniform or accessories only (boutique items included). Any unused portion may be carried over to the next year.
- 22.10
- .01 Basic Uniform items and accessories shall be provided in the quantities indicated below. All uniform pieces as well as suitcase shall have a useful life of twenty-four (24) months (except all weather coat, parka (winter coat), winter scarf, briefcase and gloves) which shall have a life of thirty-six (36) months).



<u>Female Initial Items:</u>	<u>Allotment:</u>
Jackets	2
Skirts/Slacks/1 piece dress	Combination of 4 items
Blouses	8
Dress Scarf	2
Belts	2
All Weather Coat	1
Winter Scarf	1
Suitcase	1
Briefcase/In-charge bag	1
 <u>Female Optional Items:</u>	
Maternity Wear	Any combination of 2/pregnancy
Topper Coat	1
Winter Parka	1
Leather Gloves	1
Purse	1
Vest	1
 <u>Male Initial Items:</u>	<u>Allotment:</u>
Jackets	2
Pants	3
Shirts	8
All Weather Coat	1
Belts	2
Suitcase	1
Briefcase/In-charge bag	1
Winter Scarf	1
Ties	3
 <u>Male Optional Items:</u>	
Vest	1
Topper Coat	1
Winter Parka	1
Leather Gloves	1

- .02 Any other optional items will be made available through the uniform supplier. In the event that the Company secures new business that requires new uniform pieces, the components of the initial uniform allotment may change.
- .03 Flight Attendants will be responsible for pick-up of the suitcase at the applicable uniform supplier where said supplier is available at the Flight Attendant base.
- .04 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 by the Company. These items may be totaled and interchanged for a combination of six (6) pieces.

22.11 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.

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

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.01 The Flight Attendant will make every effort to have uniform alterations for any new uniforms done by the designated uniform supplier and the Company shall bear the expense. Any costs associated with any alterations which alter the uniform design will not be reimbursed. Where there is no designated uniform supplier to perform alterations, the Flight Attendant will be reimbursed for reasonable alteration expenses upon submission of original receipts. Fittings and adjustments to the uniforms shall be done at home base on workdays. The Company will address any issues of poor workmanship/quality with the supplier.

.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.

22.14 Each Flight Attendant on the active payroll shall receive a uniform maintenance allowance of fifty-five dollars (\$55.00) per month or portion thereof. Said allowance shall increase by 2% each year for the life of the agreement. This dollar amount shall never be less than that specified for pilots.

Uniform Maintenance Allowance	
July 1 2010	\$55.00
July 1 2011	\$56.10
July 1 2012	\$57.22
July 1 2013	\$58.37
July 1 2014	\$59.53

22.15 Commencing with the pay period following the completion of initial training each Flight Attendant on the active payroll will receive two hundred and twenty eight dollars (\$228.00) annually, to be paid in increments of nineteen dollars (\$19.00) per month in accordance with Article 4.04.05 .(b) toward the purchase and maintenance of uniform footwear. Said allowance shall increase by 2% each year for the life of the agreement. At any time the Company changes the color of the footwear, the Company will meet with the Union to discuss appropriate allowances for such change.

Footwear Allowance		
Effective Date	Annual \$	Monthly \$
July 1 2010	\$228.00	\$19.00
July 1 2011	\$232.56	\$19.38
July 1 2012	\$237.21	\$19.77
July 1 2013	\$241.96	\$20.16
July 1 2014	\$246.79	\$20.57

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- 22.16 A Flight Attendant will be permitted to wear a Union membership pin on their Company uniform.
- 22.17 A Flight Attendant who terminates employment shall make no further payments and return the uniform. In any case all corporate identification must be returned.
- 22.18 Lost Luggage
- .01 A Flight Attendant whose checked/skychecked baggage is lost while on duty or layover, will submit a claim through the applicable Baggage Claims department. If the baggage is not located, the Flight Attendant will be reimbursed, based on the estimated replacement costs less depreciation, according to the applicable Baggage Claims process except for uniform items lost, including suitcase, which if not covered in full as per above will be replaced at Company cost, upon receipt of proper documentation.
- .02 When it is evident that crew baggage will not arrive at a layover point, during the Flight Attendant's layover at the overnight station, the Flight Attendant may claim by providing the Company original receipts, reasonable interim expenses in order to purchase personal amenities and necessary clothing. A maximum of sixty dollars (\$60.00) for the first night and forty dollars (\$40.00) for each night thereafter may be claimed until the Flight Attendant receives their lost luggage or returns to their home base.

**Note:** These amounts are reflective of the currency at the layover station.

## **Article 23 - OTHER UNION CONTROVERSY**

- 23.01 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.
- 23.02 It shall not be a violation of this Agreement or cause for discharge or discipline of any Flight Attendant in the performance of their duties to refuse to cross a legal picket line recognized by the Union.
- 23.03 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 24 - DISCIPLINE AND DISCHARGE**

- 24.01 Discipline and Discharge
- .01 All disciplinary or discharge actions must be for just and proper cause.
- .02 Where disciplinary or discharge action is contemplated because of the Flight Attendant's behavior, or where the Flight Attendant is considered to constitute a threat to safety, fellow crew members, passengers and/or the Company, or that

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their presence at work is unacceptable from a passenger service point of view, the Flight Attendant may be held out of service with pay in accordance with Article 5.11(Credits-Held Out of Service).

- .03 Prior to any investigations, the Flight Attendant involved may request the presence of a Union representative. Flight Attendants will be informed prior to any investigative meeting of the nature of any alleged offence(s).
- .04 For discipline meetings, two (2) business days notice will be provided prior to the commencement of the meeting. In circumstances where there is an immediate need to meet with a Flight Attendant, twenty-four (24) hours notice will be provided. Such meetings to be scheduled during the Flight Attendant's scheduled working hours unless mutually agreed to meet at another time. Flight Attendants who agree to meet on their day off shall be paid the daily standard credit.
- .05 Investigation(s) shall be held at the Flight Attendant's base whenever practical. At any investigation(s) all representatives and/or witnesses who are employees of the Company shall be given time off subject to operational requirements and provided with transportation as per Company policy. Flight Attendant(s) appearing as representative(s) will be paid in accordance with their regularly scheduled duty.
- .06 When disciplinary action is taken the Flight Attendant will be notified in writing of such disciplinary action, the reasons for the disciplinary action, and their right to appeal as per Article 25 Grievance Procedure. Such notice will be copied to the Union.
- .07 Regular block holders will not be paid for flights/credits missed as a result of the suspension and the minimum monthly guarantee will not apply for that month.
- .08 Where an employee is suspended while on reserve they will be removed from the payroll for the number of days involved and the minimum monthly guarantee will not apply for that month.
- .09 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 25 - GRIEVANCE PROCEDURE**

### Preamble

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. For the purposes of this Collective Agreement, the word grievance means all disputes and controversies arising under this Agreement as a result of the interpretation, application, administration or alleged violation of the Collective Agreement.

- 25.01 It is the desire of the parties to this Agreement that grievances be settled promptly. An employee who feels they have a grievance should first attempt to resolve the issue

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- immediately with a Manager. The employee may be accompanied by a Union representative.
- 25.02 Grievances under this Article may be initiated by any Flight Attendant, a group of Flight Attendants or by the Union provided that such grievance is filed within a period of thirty (30) days after the grievor or the Union have become aware of any alleged violation. In case of termination or layoff the timeline to institute a grievance will be ten (10) days from the date of termination or layoff.
- 25.03 Where no satisfactory settlement is obtained through the discussion with a Manager a grievance may be initiated by the Union in writing at Step 1 and subsequently appealed through the next steps if no satisfactory settlement is obtained. The grievance procedure steps are as follows:
- Step 1- The Regional Manager of In Flight Services or designate.  
Step 2- The Manager of Labour Relations or designate.  
Step 3- Advanced Alternate Dispute Resolution (ADR) Process or full arbitration.
- 25.04 Time Limits  
The following time limits shall apply to all steps of the grievance procedure:
- .01 A grievance meeting shall be held within ten (10) days of receipt by the Company of a written notice of grievance.
- .02 All decisions shall be rendered within ten (10) days of the grievance meeting and shall be communicated in writing to the Union; the grievor(s), the relevant Base Chair and the President/ Vice President.
- .03 Appeals must be lodged in writing within fifteen (15) days of receipt of any decision.
- .04 Time limits will be exclusive of Saturdays, Sundays and General Holidays and may be extended by mutual agreement in writing.
- 25.05 Policy Grievances  
Policy Grievances initiated by the Union will be immediately heard at Step 2.
- 25.06 Any grievance decision not rendered by the Company within the relevant time limit (except where the time limits have been extended by mutual agreement), shall be automatically advanced to the next step. Any grievance decision not appealed by the Union within the relevant time limits (except where the time limits have been extended by mutual agreement), shall be final and binding on the parties concerned.
- 25.07 At any meeting(s) held throughout the grievance procedures, all witnesses who are employees of the Company shall be given time off, subject to operational requirements and transportation as per the Company travel policy. Flight Attendants appearing as Company witnesses under this Article will be paid in accordance with their regular scheduled duty. Flight Attendants who appear as a witness for the Company on scheduled days off will receive the duty day credit.
- 25.08 Prior to a Grievance proceeding to Arbitration, upon request, all documents by the party who is under the burden of proof shall provide the opposing party copies of all documents

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relied upon in the Grievance. In turn, the opposing party will then be required to also provide their relied upon documents.

25.09 Full Arbitration

- .01 If ADR is not agreed upon by the parties or if the mediator/ arbitrator moves the issue to full arbitration the parties will within fifteen (15) calendar days, refer the matter 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.
- .02 The Arbitrator shall be requested to hand down his decision within thirty (30) calendar days following completion of the hearing and his decision shall be final and binding on the parties of the dispute.
- .03 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.

## **Article 26 - OCCUPATIONAL SAFETY AND HEALTH**

- 26.01 The Union and the Company agree to promote safety practices to ensure the safety and health of employees.
- 26.02 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 safety and health 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 Safety and Health Committee as to the type of corrective action they feel should be taken on issues affecting health and safety of Flight Attendants.

### **26.03 LOCAL JOINT COMMITTEE**

- .01 The Company and the Union shall participate in a local joint Occupational Safety and Health committee at each Flight Attendant base. These committees are established and maintained pursuant to the Canada Labour Code (CLC Part II).
- .02 Members of each local joint Occupational Safety and Health 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.
- .03 Each Occupational Safety and Health base committee shall meet monthly or more frequently, as required pursuant CLC Part II.
- .04 Each local joint Occupational Safety and Health committee shall elect a chair and co-chair, one shall be a member of the participating trade unions and one shall be a member of management staff.

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## **26.04 NATIONAL POLICY COMMITTEE**

The Company and the Union shall have a joint National Policy Committee which will meet, no less than twice per calendar year, or more frequently, if required pursuant to CLC Part II. The Union will designate one Occupational Safety and Health representative to participate on this committee.

## **26.05 UNION NATIONAL INFLIGHT SAFETY AND HEALTH COMMITTEE**

The Union may elect to have a National Safety and Health Committee which will meet as deemed necessary by the committee. The elected Chair of the Union National Safety and Health Committee will represent the Union on the National Policy Committee.

26.06 The President of the Union will be welcome as an ex-officio member of the Committees with voice, but no vote. Participation will be at Union expense.

26.07 The above committee requirements are intended to be in compliance with the Canada Labour Code and therefore may require adjustments should legislative requirements change.

## **26.08 COMPANY SEARCHES**

The Company will not require Flight Attendants represented by the Union 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 will 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.

## **Article 27 - HUMAN RIGHTS**

27.01 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 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.

27.02 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 unless otherwise stipulated in this agreement.

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

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derogate from the Flight Attendant's normal obligation to be appropriately available for duty.

## Article 28 - MISSING AND INTERNMENT

### Missing, Hijacking, Internment, Hostage or Prisoner of War

- 28.01 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 their 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, they shall be paid their average monthly salary over the preceding three (3) full months until proof of their 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 their disappearance.
- 28.02 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.
- 28.03 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 <i>Section 28.01</i> , Missing, Hijacking, Internment, Hostage or Prisoner of War, of the Collective Agreement between the Company and the employees in the service of the Company as follows:
\$ _____ per month to _____
_____
Name _____
_____
Address _____
as long as living.



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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

- 28.04 Any payments due to the Flight Attendant under this Section which are not covered by a written direction as requested above 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 their estate.
- 28.05 Any amounts credited to the account of a Flight Attendant or paid to their 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.
- 28.06 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 they had been on a leave of absence under the provisions of Article 18.
- 28.07 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 29 - SAVINGS CLAUSE**

- 29.01 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.
- 29.02 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.
- 29.03 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

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Agreement, the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.

- 29.04 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 30 - GENERAL**

### **30.01 ACCOMODATION AND TRANSPORATION**

- .01 The Company will provide Flight Attendants with single hotel accommodation at layover stations that are adequate and comparable to that provided to other Jazz crew members.
- .02 The Company shall consult with the delegated representatives of the Union Hotel Committee when operating a series of flights into a layover point to establish or change 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 original receipt(s), reasonable transportation costs for the Flight Attendants to an alternate meal facility if there are no meal facilities within a ten minute walk of the hotel.

**Note:** Memorandum of settlement (MOS) to state parties agree to schedule a meeting to discuss issues surrounding Flight Attendants walking to meal facilities which are of a concern when identified.

- .04 All hotels and other accommodation must be clean, safe and in a safe area.
- .05 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.
- .06 Notwithstanding the above, where there is no suitable alternate hotel accommodation designated or at an offline station (i.e. due to: unscheduled overnight, hotel error, etc.), the Company will inform the Union in advance, where known, of the accommodation.
- .07 Accommodations 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 Union Hotel Committee taking into account scheduling, local factors and transportation. Depending on the foregoing factors transportation costs may not be the sole factor in determining hotel selection.

**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.

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- .08 The Union Hotel Committee will ensure that Flight Attendant hotel rooms are adequately equipped.
  - .09 The Company will endeavor to ensure that no Flight Attendant will be required to stay in a smoking room, nor a room on the ground floor. In addition, the Company will be responsible for payment of the room fee and applicable taxes only. Flight Attendants will be responsible to cover any and all incidental charges.
  - .10 Each Flight Attendant away from their home base while on flight duty, deadheading, training or other authorized Company service will be provided with their own separate, single hotel room or other accommodation at Company expense.
  - .11 The Company shall, provide each Flight Attendant with an online 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.
  - .12 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.

### **30.02 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 15.
  - .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.
  - .04 The Company will provide transportation to and from the base airport and the other airport.

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- .05 The Flight Attendant may use their own transportation and report directly to the airport to which they are 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 7.06.
  - .07 The training facilities in Toronto will be deemed to be common to both Toronto area airports.

### **30.03 CREW ROOM MAILBOXES**

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).

### **30.04 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 Union will be advised of any disciplinary document placed on their file(s) by copy of such document within seven (7) days of the date that the document is deposited in the Flight Attendant's file. Commendation letters placed on the employees file will be copied to the employee.
- .02 A Flight Attendant who is the subject of a complaint letter/allegation which the Company is investigating will be provided with a copy of the relevant portion of the complaint prior to any investigative meeting, 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, the Flight Attendant's response shall also be placed on the file.
- .03 Upon reasonable notice to the Company, a Flight Attendant accompanied by a Union representative, if they so desire, shall be permitted to review their file or copies of specifically requested materials at their base in the presence of a supervisor/Manager. Such meetings shall take place at a time mutually agreed to by the parties. Upon reviewing their file a Flight Attendant may request and shall receive a copy of any document or letter contained in the file.
- .04 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. Disciplinary actions resulting from misdemeanor offences will be removed from a Flight Attendant's record after one (1) year.

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

### **30.05 INFLIGHT ASSESSMENTS**

- .01 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 whose 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 debriefing. The debriefing will take place within five (5) days of the in-flight assessment.
- .02 No less than twenty-four (24) hours notice is required to a Flight Attendant via the Company Website prior to any scheduled in-flight assessment. For Inflight assessments which are scheduled within a multi-day pairing, twenty-four (24) hours notice will be provided prior to the commencement of that pairing.

### **30.06 LOSS OF COMPANY PROPERTY**

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

### **30.07 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.

### **30.08 NEW EQUIPMENT**

Upon the introduction of a new aircraft type, the Company shall meet with the Union to discuss pay and working conditions. Discussions 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.

### **30.09 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 2 of the Grievance Procedure.

### **30.10 NEW CLASSIFICATION**

When the Company establishes a new Flight Attendant classification, the appropriate classification wage rate and progressions shall be negotiated. Failure by the parties to agree on the said wages and conditions shall cause the matter to be referred to and taken up at Step 2 of the Grievance Procedure.

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### **30.11 EMPLOYEE ID CARDS**

Flight Attendants shall be provided at the Company's expense an employee identity card. This card shall be reissued as per Company policy.

### **30.12 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, re-stowing pillows and blankets.

### **30.13 COMPANY BULLETINS**

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

### **30.14 QUALIFICATIONS**

- .01 Flight Attendants are ultimately responsible to maintain their Flight Attendant qualification; however, training may be rescheduled in the following extenuating circumstances;
  - (a) Medical reasons,
  - (b) leave(s) of absence without pay,
  - (c) pregnancy/ maternity leave, or
  - (d) any other valid reason, as mutually agreed.
- .02 Any modification to the schedule may be mutually agreed unless not permitted by Transport Canada regulations regarding deadlines and availability of course times.

### **30.15 PASSES**

Flight Attendants shall continue to receive Company pass benefits in accordance with policy and the regulations governing the issuance pursuant thereto. The Company shall not use pass privileges or the loss thereof as discipline for offences not relating directly or indirectly to travel.

## **Article 31 - LANGUAGE REQUIREMENTS AND TRAINING**

So as to enable the Company to fulfill its obligations under the Official Languages Act (OLA), and in particular to ensure the delivery of customer service in specified markets in both official languages the parties agree to the following:

- 31.01 For the purpose of this Article, the term "language requirements" shall be defined to mean a requirement for competency in both the French and English languages necessary to provide normal delivery of Flight Attendant customer service duties.

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- 31.02 Language requirements shall be designated by the Company in accordance with anticipated passenger language complement having due regard for safety, sales and service requirement and compliance with the provisions of the OLA.
- 31.03 Pairings identified as having a "language requirement" will be limited to bidding by the Flight Attendants who hold and maintain the necessary language qualifications.
- 31.04 Nothing herein will restrict the Company's ability to dispatch a flight due to the non-availability of a language qualified employee.
- 31.05 The Company will provide language training necessary to acquire and maintain the required level of French/English. Flight Attendants designated by the Company to take such training will not be responsible for such training costs. Language training courses and scheduling will be established in consultation with the Union.
- 31.06 All training expenses and credit values are in conjunction with the provisions of the collective agreement.
- 31.07 Subject to operational requirements for bilingual services, Flight Attendants shall be entitled to bid on language training at each base in accordance with their seniority. Testing and/or training may be provided separately or during designated training days. Where testing is conducted prior to or after a duty day/training day, a Flight Attendant shall only receive flight credit for such time as required to complete the test.
- 31.08 The French requirements will be as per Company policy shall be clearly defined in writing and provided to the Union as well as each Flight Attendant.
- 31.09 The Company will designate French/English pairings. As a condition for bidding on French pairings, a Flight Attendant shall maintain the required level of competency as established by the Company.
- 31.10 Where the language requirement(s) are not met through the bidding process, these positions will be assigned in reverse order of seniority during block award to Flight Attendants holding the required language.
- 31.11 In situations where there are insufficient bilingual Flight Attendants available to cover the pairings identified as having a language requirements, the bilingual pairing(s) shall be filled in accordance with the terms of the collective agreement.
- 31.12 Flight Attendants originally hired with only one language will not be restricted from any provisions of the collective agreement except for bilingual pairings. In addition, these Flight Attendants will not suffer loss of employment as a result of language requirements.
- 31.13 In situations such as transfers, lay-offs and bumping, etc., the Company will meet with the Union to establish the criteria, in order to maintain sufficient levels of French qualified Flight Attendant(s) on the designated routes.
- 31.14 Language requirements will not restrict the movement of unilingual Flight Attendants in the filling of vacancies or bumping between bases or bidding of reserve blocks except as otherwise indicated in .11 above.
- 31.15 It is recognized that the language coverage requirements may be subject to periodic adjustments as demand warrants and as directed by OLA regulations.

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- 31.16 The Company will provide regulatory and service announcements to each Flight Attendant in French and English. An announcement reference booklet containing commonly used announcements that would be used by Flight Attendants in the course of their work day will be supplied.

## **LANGUAGE TRAINING**

- 31.17 The Company and the Union recognize the requirements outlined in the Official Languages Act (OLA) as they relate to the requirement for both French and English services on designated routes.

- 31.18 All Flight Attendants shall be language tested to confirm their Language Proficiency Level as deemed necessary by the Company or upon request. Flight Attendants desiring to become qualified shall be language tested by the Company to ascertain their level of capability and shall normally be retested to confirm qualification at the following intervals:

Level 2 and 2 C - Not more often than once every two (2) years and not less than once every three (3) years.

Level 3 - Not more often than once every five (5) years and not less than once every six (6) years.

- 31.19 Flight Attendants who apply for and are approved to attend a Company approved French training course will be carried with credit on the payroll for the duration of the training. Credit up to a max of one month will be paid equivalent to that which would be received during the (one) 1 month in-house French immersion program. Upon successful completion of said French Training course the Flight Attendant will be reimbursed for the cost equal to that of the in-house training program. This will not be unreasonably withheld.

## **31.20 LANGUAGE COMPETENCY LEVELS**

Level 1 - This Flight Attendant recognizes isolated words or simple phrases.

Level 2 -This Flight Attendant has limited understanding; conversation is basic and awkward, sometimes difficult to understand.

Level 2C -This Flight Attendant understanding is good; conversation is fairly confident although structures may be awkward or inaccurate. Easy to understand.

Level 3 - This Flight Attendant is able to communicate at a good level of proficiency; can understand the particulars as well as the general idea of a request; can give a detailed answer using adequate vocabulary and complex sentences even under difficult circumstances.

Level 4 - This Flight Attendant can fully cope with any complex situation involving listening, speaking and reading with native-like proficiency.

**Note:** All Flight Attendants who have attained Level 2C shall be eligible to be awarded bilingual pairings unless otherwise directed.

31.21



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- .01 All training expenses and credit values shall be as per the provisions of the Collective Agreement.
  - .02 Flight Attendants shall be entitled to bid on language training within their base in accordance with their seniority. Flight Attendants shall be permitted to attend each level of training on a one time only basis at bases other than their assigned base in cases where the course is not offered in their assigned base within the calendar year. All provisions of the collective agreement shall apply with the exception that Flight Attendants volunteering to take this training out of base could be required to travel the day prior to the commencement of training and/or the day following training resulting in pairings greater than 5 days.
  - .03 Flight Attendants shall be eligible to attend training at bases other than their own provided that there are spaces available however, they shall not be eligible for any additional credits or expenses than they would have received had they attended training in their assigned base.
- 31.22
- .01 Language training will be provided by the Company in accordance with the Collective Agreement.
  - .02 The Company may elect to offer the following French Language courses for Flight Attendants who have the required level of language ability and where there are appropriate numbers in a base to accommodate a class. (Subject to agreement of 31.22)
    - (a) French course consisting of Levels 1-12. Flight attendants will attend training one week per month as per the Jazz Flight Attendant French Training Policy.
- 31.23 The Accelerated 1 (one) month French training program for Flight Attendants will be offered as follows:
- (a) One (1) month intensive course will be provided by the Company in accordance with the Collective Agreement.
  - (b) At no time shall a Flight Attendant be required to attend more than two (2) one month courses per year.
  - (c) Upon completion of the course, Flight Attendants will be tested and evaluated for competency as per below.
- 31.24 French Maintenance Courses will be offered to Flight Attendants as per the Jazz Flight Attendant French Training Policy:
- .01 Flight Attendants will be scheduled to attend a maximum of once every 3 – 4 months. If spaces are available, Flight Attendants may volunteer to attend more often.
- 31.25 All courses Noted above will be filled in order of seniority with Flight Attendants who have requested to attend. If there are insufficient volunteers, classes will be filled in reverse order of seniority to those Flight Attendants holding the required language proficiency level.

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31.26

- .01 French Language testing and evaluations will be required and shall be conducted upon completion of each training program. Testing and evaluations may also be conducted separately as the need warrants or during designated training days. Upon completion of a course as outlined above, French proficiency testing and evaluations shall normally take place on the last day of training. In situations where testing and evaluations cannot be completed on the last day, they will be arranged as soon as possible following course completion.
- .02 Flight Attendants will receive evaluation results in writing following any testing or evaluation. This evaluation will include feedback to the Flight Attendant on areas requiring improvement.

31.27

- .01 Testing to determine a Flight Attendant's competency will be conducted by the Company, and will be subject to an appeals process if a Flight Attendant is deemed to not have achieved or maintained their qualification.
- .02 Flight Attendants, who wish to appeal their test results, will be permitted to do so.
- .03 A second test may be conducted if through the appeals process one is deemed warranted.
- .04 All test results will be copied to the affected Flight Attendant.

31.28

- .01 The Company will post electronically the dates and number of positions available for each level of training as per the established process.
- .02 In cases where a Flight Attendant becomes unqualified as a result of testing, they will be offered and required to attend retraining as outlined in this Article.

## **Article 32 - 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 them 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 33 - LEGAL COUNSEL**

- 33.01 The Company agrees to provide, free of charge, legal counsel to Flight Attendants involved in respect to any law suit 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.

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- 33.02 The Company 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.
- 33.03 The Company agrees to defend all Flight Attendants and their estates in any legal actions arising in connection with the performance of their duties and to protect them and hold them harmless from any judgement rendered thereunder save in the case of gross negligence or wilful misconduct.

## **Article 34 - EMPLOYEE BENEFITS**

### **34.01 GROUP INSURANCE PLAN**

- .01 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. Determination of types of benefits will be with mutual agreement with the Union. At no time will the Company change benefit levels without mutual agreement from the Union.
- .02 Company agrees to increase professional services to seven hundred and fifty dollars (\$750) and we agree to the increase in Vision Care (\$300/24 months), eye exams to \$100/24 months, elastic stockings (\$150.00/year) and X-ray by Chiropractor or an Osteopath up to a total of \$60.00 per person per calendar. Major services (80% crowns, caps, bridges)

Division 78 Schedule of Benefits to be included as an appendix to the Collective Agreement.

### **34.02 PENSION PLAN**

- .01 Effective the first of the month following the date of ratification, the Company will contribute the applicable percentage of gross earnings as per the chart below to the Company Defined Contribution Pension Plan.
- .02 Flight Attendants will be required to start contributing a minimum of two (2%) percent of their earnings into the pension plan upon ratification. Each consecutive year on July 1st will require an increase of one (1.0%) percent contribution by the Flight Attendant until such time as they reach the Company contribution level. Flight Attendants will have the option of contributing additional voluntary pension payments up to the maximum allowable under Canada Revenue Agency Act.
- .03 In addition, Flight Attendants may continue to contribute to an RRSP if they so choose on a payroll deduction basis provided that they do not exceed the allowable contribution level as defined by the Canada Revenue Agency Act.

Pension Benefits
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YOS	Jul-10	Jul-11	Jul-12	Jul-13	Jul-14
1	4.00%	4.00%	4.00%	4.00%	4.00%
2	4.50%	4.50%	4.50%	4.50%	4.50%
3	4.50%	5.00%	5.00%	5.00%	5.00%
4	4.50%	5.00%	5.50%	5.50%	5.50%
5	4.50%	5.00%	5.50%	6.00%	6.00%
6	4.50%	5.00%	5.50%	6.00%	6.00%
7	4.50%	5.00%	5.50%	6.00%	6.00%

## Article 35 - UNION ADVANCEMENT FUND

- 35.01 The Union Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Canadian Flight Attendant Union.
- 35.02 The Company shall make contributions of ten cents (\$0.10) per credit hour for which wages are payable hereunder for each employee covered by this Collective Agreement.
- 35.03 Payment of said funds shall be made to the Union Advancement Fund by the 15th of the month following that to which they refer.
- 35.04 This payment will be independent and separate from any other payment made to the Union.

## Article 36 – FLIGHT ATTENDANT ACCESS TO JUMP SEAT

- 37.01 The Company agrees to designate a Flight Attendant jump seat for Flight Attendants' exclusive use for the purposes of commuting to and from their base and their Domicile, respectively.
- 37.02 In order to access this jump seat, the Flight Attendant must conform to the same rules that govern the Pilot's use of the Flight Deck jump seat inclusive of cost and protocol referenced in the Company Operations Manual.

The Flight Attendant must:

- 1) Register for the flight via standby travel;
- 2) Be in uniform;
- 3) Clear security;
- 4) Be commuting to and/or from their base and their domicile, respectively;
- 5) If no other seat in the cabin is available and in order to comply with Transport Canada regulations, the commuting Flight Attendant must be

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prepared to operate the flight as a crew member without associated financial compensation or duty and flight limitations.

## **Article 37 – DEFINITIONS**

- 38.01 "ACCORDING TO SENIORITY/IN ORDER OF SENIORITY" means commencing with the most senior employee.
- 38.02 "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.
- 38.03 "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.
- 38.04 "BID PERIOD" a period of time (normally a standard month) for which a flight attendant's schedule is issued.
- 38.05 "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.
- 38.06 "CALENDAR DAY" a twenty-four (24) hour period from 00:01 to 24:00 local time.
- 38.07 "COMPANY" means Air Canada Jazz Inc.
- 38.08 "COMPANY STATION" means any airport into which Air Canada Jazz Inc. operates scheduled flights.
- 38.09 "CREDITS" the units of time that a Flight Attendant earns for block time limitation purposes.
- 38.10 "DAILY STANDARD CREDIT" two (2) hours and fifty (50) minutes credit hours.
- 38.11 "DAY OFF" a calendar day on a Flight Attendant's schedule free of duty at his/her home base.
- 38.12 "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.
- 38.13 "DUTY CYCLE" any period a Flight Attendant is assigned duty not interrupted by a scheduled day off.
- 38.14 "DUTY PERIOD" the elapsed time during which a Flight Attendant is on duty until broken by a legal rest period.
- 38.15 "EMPLOYEE" for the purpose of this Agreement shall mean the classification of flight attendant.

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- 38.16 "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.
- 38.17 "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.
- 38.18 "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.
- 38.19 "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.
- 38.20 "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.
- 38.21 "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.
- 38.22 "RESERVE DAY" means reserve period during which a reserve block holder must be available for duty.
- 38.23 "RESERVE DUTY PERIOD" a time period when a Flight Attendant so assigned must be available to be called for duty.
- 38.24 "REST PERIOD" means a period free from all duty with the Company. A period of time which separates two (2) duty periods.
- 38.25 "SCHEDULED BLOCK CREDITS" means the credits for a flight or flight sequence as indicated on a block.
- 38.26 "SECTOR" is one (1) flight leg.
- 38.27 "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

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- 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.
- 38.28 "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.
- 38.29 "WEEK" a period of seven (7) consecutive days.
- 38.30 "YEAR" a complete calendar year.

## **Article 38 - TERM/DISTRIBUTION AND PRINTING OF AGREEMENT**

- 36.01 This Agreement shall be in full force and effect from and including June 30<sup>th</sup>, 2009, up to and including June 30<sup>th</sup>, 2015.
- 36.02 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.
- 36.03 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.

### **36.04 DISTRIBUTION, TRANSLATION AND PRINTING OF AGREEMENT**

- .01 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).
- .02 The collective agreement shall be printed in an appropriate font and be contained in a spiral bound Notebook format. Article 5 will be clearly distinguished within the Collective Agreement.
- .03 OFFICIAL VERSION(S)**
- (a) 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.
- .04 All Province of Quebec Union grievances shall be initiated and processed in either English or French upon the direction of the Union.

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## **APPENDIX 1 - ADR PROCESS**

The Company and the Union recognize the benefits of moving towards a more progressive labour/management dispute resolution practice which provides for an expedited and cost effective process that supports the education of the parties through a designated Chief Mediator/Arbitrator.

- .01 All efforts will be made on both sides to ensure that issues are resolved as early in the process as possible and that both sides will conduct themselves in good faith and full commitment to the process.
- .02 The Company and the Union agree that the ADR Process will apply to unresolved issues arising from interpretation, application, administration or alleged contraventions of the collective agreement, as well as any other issues for which the parties mutually agree are to be advanced to the Chief Mediator/Arbitrator.
- .03 The grievance process under Article 25 shall follow the normal course as outlined in the collective agreement.
- .04 The Chief Mediator/Arbitrator shall be copied on all Step 2 grievance replies which remain unresolved which the parties have agreed will be advanced to the ADR process.



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- .05 Prior to the ADR Process, the parties will supply the Chief Arbitrator and each other with a written brief, outlining the basis of the grievance, the basis of the denial, the relevant facts, and provide copies of any submissions and witness statements. Authorities may also be included.
  - .06 The Union will provide their submission no less than eight (8) business days prior to the scheduled date for the ADR to both the Chief Arbitrator and the Company. In turn, the Company will provide their submissions no less than four (4) business days prior to the scheduled ADR to the Chief Arbitrator and the Union. When the burden of proof is on the Company, the above time lines will be reversed. These timelines may be reduced by mutual agreement of the parties.
  - .07 Prior to or during the ADR process the parties will determine whether the Chief Mediator/Arbitrator, in the course of the ADR Process, will attempt to mediate the dispute(s) brought forward or, will be seized with issuing a ruling on the matter. In addition, the Chief Mediator/Arbitrator may elect to move an issue to a formal arbitration process should they feel that the expedited process is inadequate to deal with a particular issue.
  - .08 The Parties share equally all costs associated with the ADR Process.
  - .09 Either the Company or the Union may, upon providing written notice, elect to exclude a grievance from the ADR Process.
  - .10 Grievances referred to the ADR Process will be conducted in the normal manner. However, examinations in chief will be replaced by a written statement from each witness; which will then be provided to the parties in advance. In exceptional circumstances, should either party wish to have an examination in chief witness present at the ADR Process, both parties must be in agreement.
  - .11 For the sake of efficiency, it is hereby agreed to by the parties that attendance at the ADR Processes will be limited to only those who are deemed necessary by the party advancing the grievance. It is therefore understood that the applicable base that initiated the grievance(s) will be represented by no more than two (2) members of the executive, and one base officer, unless otherwise agreed to in advance.

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## **APPENDIX II - SCHEDULE OF BENEFITS**

# LOU – CREW REST SEATS

## LETTER OF UNDERSTANDING

### BETWEEN:

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

### AND:

**JAZZ AIR LTD. PARTNERSHIP**  
(Hereinafter referred to as the "Company")

### RE: CREW REST SEATS

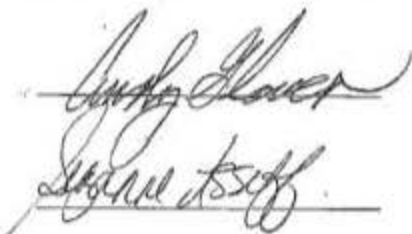
For purposes of interpreting and applying the collective agreement to which this Letter of Understanding is attached, the Parties agree as follows:

1. The Company agrees to designate 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

  
\_\_\_\_\_

  
\_\_\_\_\_

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# LOU – FLIGHT DECK OBSERVER SEAT POLICY

## Letter of Understanding

**BETWEEN**

**The Canadian Flight Attendant Union**  
(The "Union")

**AND**

**Jazz Air LP**  
(The "Company")

**RE: Flight Deck Observer Seat Policy:**

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In the event that a Jazz Flight Attendant occupies the flight deck observer seat for personal travel, they will be reimbursed the applicable Air Canada service fee. Access and reimbursement is applicable to domestic Jazz QK flights only and where there is no seat available in the cabin.

The process for occupying the observer seat as outlined in the Jazz Flight Attendant Manual (FAM) and the Company Operations Manual (COM) will apply.

Any claim for reimbursement as per above must be accompanied by an applicable observer seat boarding card and any other documents required as per the above policy and manuals.

The above process will commence once the necessary forms and internal processes have been developed

For Jazz

For CFAU

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# LOU – NARROW BODY OPERATION AGREEMENT



Letter of Understanding

BETWEEN:

JAZZ AIR LP

(Hereinafter referred to as "the Company")

AND:

THE FLIGHT ATTENDANTS IN THE SERVICE OF AIR CANADA JAZZ REPRESENTED BY  
THE CANADIAN FLIGHT ATTENDANT UNION

(Hereinafter referred to as "the Union")

## RE: Narrow Body Operation Agreement

WHEREAS the Company intends to present a Letter of Intent to the tour operator in order to operate Narrow Body Operations on their behalf;

AND WHEREAS successful awarding of the Narrow Body Operation will introduce large multi-crewed aircraft(s) into the fleet;

AND WHEREAS this Letter of Intent could result in significant increases to the number of Flight Attendants employed by the Company;

AND WHEREAS the Narrow Body Operation may be seasonal, and as such the current collective agreement scheduling rules require amendments for Jazz Air LP to secure said business.

Therefore, the parties agree to the following:

1. Narrow body flights operated by Jazz, departing and arriving into Canada, will be crewed by Jazz Air LP Flight Attendants.
2. The Company shall select the bases where the seasonal Narrow Body flying will be crewed. The base that provides the majority of the assigned crew will offer the IC position for bidding. In circumstances where there is an equal balance of crews to be assigned, the Company shall have the option of designating from which base the IC position will be crewed.

Narrow Body Operation – CFAU Letter of Understanding  
310 Goulet Drive, Halifax Stanfield International Airport, Enfield, Nova Scotia, Canada B2T 1G4 31jazz.ca



3. Notwithstanding 13.01 (b) seasonal Narrow Body vacancies will not exceed six (6) consecutive months, exclusive of training. In the first year of operation, this period shall not exceed eleven (11) consecutive months inclusive of training.
4. All Narrow Body flying will be bid upon and awarded in order of seniority to qualified Flight Attendants at the base where Narrow Body flying is operating. Vacancies created as a result of increased flying will not be filled by Article 13.02.02 (a) and (b). Increased flying levels at the base where seasonal Narrow Body work is scheduled will be covered by new hires in accordance with Article 13.02.02 (c).
5. Seasonal employees will be placed on the same employee seniority list as permanent employees. The Company shall identify seasonal employees on the Union seniority list.
6. Language Qualification. The Company agrees that only a maximum of two (2) flight attendants per flight shall be required to be language qualified on aircraft. The designated language will be at Company discretion as required by the Narrow Body Operations. The Company agrees that Flight Attendants shall not suffer loss of employment or pay due to not having language capabilities.
7. The in-charge position: will be awarded in order of seniority despite language qualification. In the event that the in-charge is unavailable, the next Flight Attendant in seniority scheduled for that flight will have the option of assuming the position.
8. Wage Rate: The Company agrees to a Narrow Body/purser premium for hours operated on said aircraft type. The premium will be \$3.55 per credit.
9. Crew Rest Seats: The Company agrees to designate a bank of seats on every aircraft as crew rest seats for Flight Attendants to be used during their flights. These seats will be released to Narrow Body Operation passengers only after all other seats have been assigned. Location of crew seats will be at the discretion of the Company after consultation with the Union and will be clearly marked with a placard.
10. Duty Day: The maximum duty period will be fourteen (14) hours.
11. Bidding: Flight Attendants will not be required to be scheduled more than one duty period in a calendar day unless they waive the requirement for a day off. I.e. Flight Attendants who are scheduled night shifts that continue into the morning hours will not be required to check back in after twelve (12) hours crew rest.
12. Vacation: The Company shall have the ability to reduce the vacation slots available for bidding (with the exception of the last two (2) weeks of December) by twenty-five percent (25%) during the months of Narrow Body Operations. These vacation slots will then be distributed evenly for bidding to Flight Attendants during the months where the Narrow Body flights are not operating. The Company shall have the ability to offer

additional vacation slots in order to mitigate layoffs. The above is only applicable to the bases with Narrow Body flying.

13. Meal Perdiems: As per Article 6. At destinations where the cost of living is in excess of allowable per diems the parties agree to meet and discuss appropriate adjustments.
14. Accommodations: Hotel accommodation standards will be equal to or greater than what is currently provided to Jazz employees. Accommodations provided at 'All Inclusive' hotels will be entirely at Company expense. Flight Attendants will continue to receive meal per diems as per the Collective Agreement.
15. Uniforms: As per the Collective Agreement. The cost of any uniform changes required by the Tour operator will be borne 100% by the Company. If hot meals are being served, aprons will be supplied.
16. Service Standards: The service standards will be determined by the Customer. The Company agrees to meet and discuss any changes to the current service standards that are of a significant nature and agrees to discuss and implement any relative changes.
17. Layoff Mitigation: Prior to laying off Flight Attendants hired for the Narrow Body Operation, the Company may offer the following to all permanent Flight Attendants:
  - a) Leaves of absence,
  - b) Reduced blocks,
  - c) Increased vacation slots (above those referred to in #11)
18. Flight Attendant Crew Meals: Flight Attendants will be provided with meals ('hot' provided the aircraft is equipped with operational ovens) on all flights (including deadheads) in excess of three (3) hours.
19. Visas/Inoculations/Departure Taxes: Flight Attendants upon submission of receipts will be reimbursed the full cost of all required visas, inoculations and departure taxes.
20. Aircraft Grooming: Grooming will be provided on all Narrow Body flights.
21. Short Crewing Penalty: To be discussed (min crew compliment for the Narrow Body aircraft-crew to seats not passenger load)
22. Training: In order to address the aircraft type training requirements to service the Narrow Body Operation, as a result of the introduction of a new aircraft type, the Union and Company agree the addition of one (1) paid training day outside the blocking window for training on the new aircraft. Applicable day(s) will not be scheduled outside the blocking window in months where the Flight Attendant is scheduled for annual training. All Flight Attendants will be trained in the IC position. In season one, only Flight

This Letter of Understanding shall come into force and effect upon execution, and shall run concurrently with and form part of the current Collective Agreement.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010

FOR JAZZ

\_\_\_\_\_  
Steve Lightwalle, Vice President, Operations

\_\_\_\_\_  
Kirk Newhook, Director, Labour Relations

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Suzanne Asseff, Manager, Labour Relations

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Rhonda Bishop, Director, Inff & Onboard Prod

FOR CFAU

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Sandra Foley, Vice President East, CFAU

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Jennifer Kalmar, Vice President West, CFAU

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Garnet Zimmerman- GZ Mediation



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# LOU - NARROW BODY OPERATION: DUTY DAY LIMITATION

LOU Feb 01, 2011 17:30



The Following resolution is on a without prejudice or precedent basis:

## Letter of Understanding

BETWEEN:

JAZZ AVIATION LP

(Hereinafter referred to as "the Company")

AND:

THE CANADIAN FLIGHT ATTENDANT UNION (CFAU/SABC)

(Hereinafter referred to as "the Union")

## RE: Narrow Body Operation: Duty Day Limitation

WHEREAS there is currently a dispute between the parties as to the interpretation and application of the 14 hour duty day limitation as outlined in #10 of the Narrow Body Operation LOU;

AND WHEREAS the Union has filed a policy grievance in regard to the 14 hour duty day limitation;

AND WHEREAS the parties agree it is desirable to resolve said 14 hour duty day limitation grievance prior to the issue being resolved in arbitration;

AND WHEREAS the parties have both agreed that this Letter of Understanding will be the settlement of the Thomas Cook 14 hour Duty Day Limitation grievance: 002-10-Item#10(Thomas Cook-Narrow Body LOU)-National;

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THEREFORE BE IT RESOLVED that the following terms and conditions will serve as an amendment to the Letter of Understanding: Narrow Body Operations.

All other provisions of the previous Letter of Understanding Narrow Body Operations and the Collective Agreement shall apply except as amended herein. The terms of this Letter of Understanding shall apply to flying governed by the provisions of the Narrow Body LOU.

- 1) For the purposes of the pay premiums which are contained in this LOU, the parties agree that the attached appendix will constitute a complete list of those Flight Attendants who qualify for retroactive payment.
- 2) **Duty Period**  
A duty period will not exceed (14) fourteen consecutive hours, but may be extended by up to one (1) hour to fifteen (15) hours for reasons of operational necessity. With the agreement of the Flight Attendant(s) affected, said duty period may be expanded up to a maximum of **seventeen 17 hours on a 'Day of' basis and Flight Attendants shall receive associated pay premiums as outlined in Item #5.**
- 3) **At a Crew Base**  
When according to the official forecast from SOC, which will be communicated to the In-charge, the duty period is expected to exceed the maximum duty day of **15** hours the flight attendant will not be required to operate the pairing. If the flight attendant does not wish to operate they will immediately notify the Captain of their decision and this decision will be irrevocable. At this time the Captain will inform the Company of the flight attendant's decision and they will be replaced. The Flight Attendant will be subject to reassignment as per the Collective Agreement.
- 4) **Outside Canada**  
Once the aircraft has departed Canada, according to the official forecast from SOC, which will be communicated to the In-charge, and the duty period is expected to exceed the maximum duty day of **15** hours, Flight Attendant(s) will be required to perform that duty but shall not be required to exceed sixteen (16) hours. **With the mutual agreement of the Flight Attendant(s) affected, said duty period may be expanded to seventeen (17) hours on a day of basis and Flight Attendants shall receive associated pay premiums as outlined in Item #5.**
- 5) **Pay Premiums**  
A flight attendant who remains on duty for 14 hours 01 minutes up to 15 hours 00 minutes will be granted a premium of **two hundred dollars (\$200.00)**. If the flight attendant remains on duty and operates for 15 hours 01 minutes up to 16 hours 00 minutes, they will be granted an additional premium of **two hundred and fifty dollars (\$250.00)**. **If the flight attendant remains on duty and operates for 16 hours 01 minutes up to 17 hours 00 minutes, they will be granted an additional**

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premium of seven hundred and fifty dollars (\$750.00). The in-charge shall confirm with the Captain and Crew Scheduling any extra duty incurred.

**6) Crew Rest**

**At Home Base:** Crew rest after sixteen (16) hours or more duty period shall be a minimum of fourteen (14) hours at home base.

**Away From Home Base:** Crew rest after a sixteen (16) hours or more duty period shall be a minimum of eleven (11) hours away from home base.

**Additional Issues:**

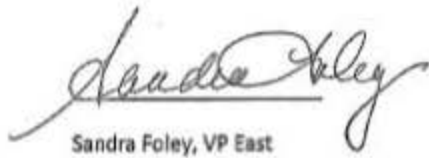
- 7) If the circumstances change, after accepting the premiums leading to a longer on duty period than 17 hours, the flight attendants will be notified of any changes and will be required to take their legal rest period. Under no circumstances will Flight Attendants remain on duty beyond seventeen (17) hours.
- 8) It is understood that the Flight Attendant(s) choice is made on an individual basis, and that no undue pressure or retaliation may be imposed to a Flight Attendant refusing the premium(s) in order to exercise their legal rest period as per this agreement.
- 9) This absolute daily maximum limitation will only apply to the Thomas Cook Charter flying and will not be applied when reassigned from Thomas Cook flying to flying operated on behalf of Air Canada through the Capacity Purchase Agreement.
- 10) A Flight Attendant reassigned from flying operated on behalf of Air Canada through the Capacity Purchase Agreement will not be required to remain on duty in excess of the duty period as provided for in Article 5.01.05 when reassigned to Thomas Cook flying.
- 11) This Letter of Understanding shall apply to Reserve and block holders. Reserve Block holders shall not exceed a maximum of 20 hours of aggregate reserve duty as per the Collective Agreement.
- 12) This Letter of Understanding is subject to ratification by CFAU/SABC members. Should the membership fail to ratify this Letter of Understanding, the Union reserves the right to continue to bring this matter to arbitration for resolution. The arbitration hearing, before Arbitrator T. Hodges, shall be adjourned pending the above ratification. Arbitrator Hodges shall remain seized of this matter. The terms of this Letter of Understanding shall be without prejudice or precedent to the positions of either party in said arbitration.
- 13) As a show of good faith, and understanding the importance of the continued success of the Thomas Cook operation, the Union is prepared to permit immediate compensation payments to Flight

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Attendants who agree to expand their duty day beyond fourteen (14) hours until the completion of the ratification vote.

Signed on Behalf of the Union:

  
Jennifer Kaimar, President  
Sandra Foley, VP East

Signed on Behalf of the Company:

  
Colin Copp, CAO  
Steve Linthwaite, VP Flight Operations